

**CONTRACT BETWEEN THE CITY OF RIVIERA BEACH
AND THE VANCE CONSTRUCTION COMPANY
FOR INSTALLATION OF FIXED AND FLOATING DOCK SYSTEMS
PIERS "E", "F" AND "G" AT THE CITY OF RIVIERA BEACH MARINA**

THIS AGREEMENT is dated and will be effective on the 15th day of May, 2019, by and between the City of Riviera Beach, a municipal corporation existing under the laws of the State of Florida, by and through its City Council, hereinafter referred to as the ("CITY ") and The Vance Construction Company, a Florida corporation, whose address is 225 Southern Blvd., Suite 201, West Palm Beach, Florida 33405, hereinafter referred to as the ("CONTRACTOR").

WHEREAS, the CITY issued a request for proposals for Installation of Fixed and Floating Dock Systems for Piers "E", "F" and "G" at the City of Riviera Beach Marina (RFP No. 968-19-1) (hereinafter the "RFP"); and

WHEREAS, the CONTRACTOR submitted a proposal in response to the RFP;

and **WHEREAS**, the CITY desires to accept CONTRACTOR'S proposal; and

WHEREAS, the CITY finds awarding RFP to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is acknowledged by both parties, the CITY and CONTRACTOR agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The CONTRACTOR's responsibility under this Contract is for the installation of fixed and floating dock systems, wave attenuation system, gangways and other marina components to expand and replace existing facilities at the City of Riviera Beach Marina. The project will also include demolition and disposal of existing marine structures. (as further described in the Contract Documents), as more specifically set forth in the Scope of Services, The Vance Construction Company Bid Schedule, dated December 21, 2018, Proposal, dated January 28, 2019, and RFP No. 968-19-1 and addendum No. 1, 2, & 3, detailed in Exhibits "A", "B", "C", AND "D" respectively. The performance of the Contract will be completed as more specifically set out in the Enclosures and in the Request for Proposal No. 968-19-1, including Addendums 1 through 3, which are made a part hereof by reference (as further described in the Contract Documents).

The City's representative/liaison during the performance of this Contract shall be Terrence Bailey, Acting Director of Public Works, Public Works telephone number 561-845-4080, email: tbailey@rivierabch.com.

ARTICLE 2. CONTRACT PRICE.

2.1. CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows: One Million Three Hundred Eighty Nine Thousand, One Hundred Seventy Three Dollars and Thirty Five Cents (\$1,389,173.35).

ARTICLE 3. MISCELLANEOUS.

3.1. CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

3.2. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with valid and enforceable provisions that come as close as possible to expressing the intention of the stricken provision.

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

3.4. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

3.5. The CONTRACTOR is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the CONTRACTOR's sole direction, supervision and control.

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

3.7. If the CONTRACTOR is determined to be providing services on behalf of the City, the CONTRACTOR shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.
- d) Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT CLAUDENE L. ANTHONY, CMC, CITY CLERK, TELEPHONE NUMBER 561-849-3419, EMAIL CROBINSON@RIVIERABCH.COM, OFFICE OF THE CITY CLERK, 600 W. BLUE HERON BLVD, RIVIERA BEACH, FLORIDA 33404.

3.8. Governing Law; Consent to Jurisdiction: The Contract Documents shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions, and jurisdiction of the United States Court for the Southern District of Florida, for federal actions, the purposes of any suit, action or other proceeding arising out of, or relating to, the Contract Documents; and, (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever.

3.9. Except where specifically provided for in the Contract Documents, the CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising out of or related to delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided in the Contract Documents.

3.10. All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under the Contract Documents shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, the CONTRACTOR and its subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR's and/or its subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and

filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the project. The CITY grants to the CONTRACTOR and its subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or its subcontractors in future projects of the CONTRACTOR or its subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or its subcontractor's own risk and without any liability to the CITY. Any modifications made by the CITY to any of the CONTRACTOR's or its subcontractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR or its subcontractor(s) will be at the CITY's sole risk and without liability to the CONTRACTOR or its subcontractor(s).

3.10.1. The CITY has SBE, MBE and Local Preference requirements that are more fully set forth in the Contract Documents that the CONTRACTOR must comply with. Failure to comply with said requirements may be grounds for termination.

3.11. 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.

3.12. The WHEREAS clauses set forth at the outset of the Standard Form of Agreement are incorporated herein as true and correct statements.

ARTICLE 4. CONTRACT DOCUMENTS.

Upon execution by the CITY AND CONTRACTOR, this Standard Form of Agreement shall be and is considered part of the Contract Documents. The Contract Documents which comprise the entire agreement between CITY AND CONTRACTOR concerning the Work consist of the following:

- 4.1 Executed Change Orders, Work Directives, or other authorized changes to the Contract Documents executed after the execution of this Standard Form of Agreement.
- 4.2 Executed Standard Form of Agreement.
- 4.3 The General Conditions.
- 4.4 CITY'S ISSUED Notice of Award and Notice to Proceed.
- 4.5 Addenda issued to the Request for Proposal and Instructions to Proposal providers.
- 4.6 The Request for Proposal, Instructions to Proposal holders, all attachments to the Instruction to Proposal providers
- 4.7 Technical Specifications/Drawings/Plans
- 4.8 Issued Permits for the Work.

- 4.9 The CONTRACTOR's Certificate of Insurance; Performance Bond and Payment Bond
(Plus Power of Attorney Forms as applicable).
- 4.10 CONTRACTOR's Proposal and all required submittals.
- 4.11 CONTRACTOR's submittals after Work has commenced.
- 4.12 Any other documents otherwise incorporated in the Contract Documents by reference.
- 4.13 Mandatory Apprenticeship Program

There are no Contract Documents other than those listed above in this Article 4. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions. In the event of a discrepancy or conflict in the Contract Documents, the above order of precedence for the Contract Documents will govern the interpretation of the Contract Documents after award with those Contract Documents identified in paragraph 4.1 taking precedence over all other Contract Documents.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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.

CORPORATE SEAL

CITY OF RIVIERA BEACH

THE VANCE CONSTRUCTION
COMPANY

BY: Ronnie L. Felder
RONNIE L. FELDER
MAYOR

BY: James Vance
JAMES VANCE
PRESIDENT

ATTEST:

APPROVED AS TO TERMS AND
CONDITIONS

BY: Claudene L. Anthony
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

BY: _____
TERRENCE BAILEY
ACTING DIRECTOR OF
PUBLIC WORKS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Dawn S. Wynn
DAWN S. WYNN
CITY ATTORNEY

Date: 5/17/19

Purchasing initials AL

EXHIBIT "A"

SCOPE OF SERVICES

The objective of the City is to select a qualified Marine Contractor for the installation of fixed and floating dock systems, wave attenuation system, gangways and other marina components to expand and replace existing facilities at the City of Riviera Beach Marina. The project will also include demolition and disposal of existing marine structures. The supply of fixed and floating docks, wave attenuator system and gangways are NOT the responsibility of the Contractor as the City has contracted directly with a dock manufacturer (Marinetek, N.A., Manufacturer) through separate bid process. The Contractor will also NOT be responsible for the supply and installation of new utilities (electric/lighting, potable water, sewer and fire) as the selection of a Utility Contractor will be handled via separate bid process. The Contractor shall be responsible for the installation of fixed and floating docks including support pilings in accordance with Manufacturer shop drawings and installation manuals. Plans and specifications prepared by Sea Diversified, Inc., the City Marine Engineer (Engineer), as pertaining to the installation of fixed and floating docks, show the general extent of work and are to be used for project bidding purposes only.

EXHIBIT "B"

BID **SCHEDULE OF PRICES**

BID SCHEDULE

The Vance Construction Co.

CITY OF RIVIERA BEACH

RESPONDENT

REQUEST FOR PROPOSAL NO. 968-19-1

CITY OF RIVIERA BEACH MARINA - INSTALLATION OF FIXED AND FLOATING DOCKS - PIERS E, F and G

21-Dec-18

PAGE 1

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Pier F - Fixed and Floating Dock Systems					
1	14' wide floating concrete wave attenuator - Install only - (all hardware to be provided by the Manufacturer)	4,550.0	SF	29.10	132,405.00
2	14' wide fixed aluminum pier with triangular transition (overlay of existing pier) - Install aluminum channel supports, set and install frames. (all hardware to be provided by the Manufacturer)	2,450.0	SF	4.90	12,005.00
3	8'-0" Wide Fixed Aluminum Pier (overlay of existing pier) - Install aluminum channel supports, set and install frames. (all hardware to be provided by the Manufacturer)	1,479.0	SF	4.90	7,247.10
4	Aluminum finger pier (6'x46') - Floating with integrated ramp system - Install only. (all hardware to be supplied by Manufacturer)	1.0	EA	2,400.00	2,400.00
5	14' Wide Fixed Aluminum Gangway Access Pier - Install aluminum channel supports, set and install frames. (all hardware to be provided by the Manufacturer)	644.0	SF	5.28	3,400.00
6	8' x 40' aluminum gangway - Install only - (all hardware to be provided by the Manufacturer)	1.0	EA	2,400.00	2,400.00
7	14' x 45' concrete piles for 14' wide main dock and access pier - Furnish and Install	21.0	EA	3,700.00	77,700.00
8	20" x 80' steel piles for articulating piers - Furnish	2.0	EA	5,830.20	11,600.40
9	20" x 80' steel piles for articulating piers - Install	2.0	EA	2,700.00	5,400.00
10	20" Diameter Fiberglass Pile Caps	2.0	EA	275.00	550.00
11	24" x 65' concrete floating dock steel support piles and fender piles - Furnish	29.0	EA	8,259.55	239,526.95
12	24" x 65' concrete floating dock steel support piles and fender piles - Install	29.0	EA	2,900.00	84,100.00
13	24" Diameter Fiberglass Pile Caps	29.0	EA	275.00	7,975.00
14	12"x45' PT Timber Mooring / Fender Piles - Furnish and Install - includes (2) rope cleats each and pile wrap	6.0	EA	1,333.34	8,000.04
15	Privacy wall - Construct 12"x18" poured-in-place concrete foundation and install Manufacturer supplied 78" high aluminum / hardwood privacy wall. Wall including hardware to be supplied by the Manufacturer.	172.0	LF	36.11	6,210.92
16	Aluminum guardrail / fence - Install Manufacturer supplied aluminum railing / fence (all hardware to be provided by the Manufacturer)	174.0	LF	71.84	12,500.16
17	Cleats - 20-Ton Bollard - Install Only	4.0	EA	400.00	1,600.00
18	Cleats - 10-Ton Bollard - Install Only	18.0	EA	300.00	5,400.00
19	Cleats - 15" (5-Ton Min.) - Install Only	8.0	EA	200.00	1,600.00
20	6-Step Aluminum Ladders - Install Only	6.0	EA	100.00	600.00
Total Pier F - Fixed and Floating Dock Systems					622,680.85

BID SCHEDULE

CITY OF RIVIERA BEACH

REQUEST FOR PROPOSAL NO. 968-19-1

CITY OF RIVIERA BEACH MARINA - INSTALLATION OF FIXED AND FLOATING DOCKS - PIERS E, F and G

21-Dec-18

PAGE 3

The Vance Construction Co.

RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Other					
44	Mobilization / Demobilization	1.0	LS		78,175.14
45	Demolition of existing structures	1.0	LS		30,000.00
46	Survey control, layout and final asbuilts	1.0	LS		25,000.00
47	Environmental control measures	1.0	LS		5,000.00
48	Insurance, bonding, license fees and other miscellaneous items not otherwise included in this schedule.	1.0	LS		48,000.00
Total Other - Base Bid					186,175.14

Base Bid Summary		Base Bid
	Pier F	622,680.85
	Pier E	199,444.72
	Pier G	380,872.64
	Other	186,175.14
Total Base Bid:		1,389,173.35

Total Base Bid In Writing: One million three hundred eighty nine thousand one hundred seventy three & thirty five cents.

Bid schedule has been prepared to include major components of work.

It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly.

All square foot numbers pertaining to floating docks are approximate.

EXHIBIT "C"

THE VANCE CONSTRUCTION COMPANY PROPOSAL

The Vance Construction Co.
225 Southern Blvd, Suite 201, West Palm Beach FL 33405

Proposal Table of Contents:

Tab #1:

Contact Information, Submittal Date
Prospective Proposer Info Sheet
Letter of Transmittal
2019 Annual Report
Current CGC License

Tab #2

Minimum Qualifications Criteria
Statement of Qualifications
Equipment List Detail
Government client work completed description

Tab #3

Private Customer References
Government Client References
2019 Certificate of Insurance
Bid Bond & Bond Company Information

Tab #4

Cost Fee Proposal
Bid Schedule
Schedule of Methodology

Tab #5

Required Forms B thru J
Schedules 1-4
Conflict of Interest Disclosure Form
W-9 Form
Addendums 1, 2 & 3

The Vance Construction Co.
225 Southern Blvd, Suite 201, West Palm Beach FL 33405

Tab #1:

Contact Information, Submittal Date

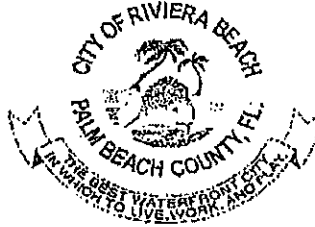
Prospective Proposer Info Sheet

Letter of Transmittal

2019 Annual Report

Current CGC License

ATTACHMENT A



CITY OF RIVIERA BEACH
600 WEST BLUE HERON BLVD., SUITE 140
RIVIERA BEACH, FL 33404

PLAN HOLDER INFORMATION SHEET

EMAIL TO RLITTLE@RIVIERA.BCH.COM OR FAX TO 561-842-5105

PROSPECTIVE PROPOSER INFORMATION SHEET
RFP 968-19-1

Please complete and fax this document to the Procurement Department. Your information will be added to the current plan holder list and help to insure receipt of changes or additional information.

Procurement Department: Fax: 561-842-5105
Office: 561-845-4180

Contact Person James Vance

Business Name The Vance Construction Co

Business Address 225 Southern Blvd, Suite 201,

Business City, State, Zip West Palm Beach FL 33405

Email Address: vanceconstructioncompany@gmail.com

Business Phone # 561-855-8195 Business Fax # 561-34-5978

2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# M69449

Entity Name: THE VANCE CONSTRUCTION CO.

Current Principal Place of Business:

225 SOUTHERN BLVD
SUITE 201
WEST PALM BEACH, FL 33405

Current Mailing Address:

225 SOUTHERN BLVD
SUITE 201
WEST PALM BEACH, FL 33405 US

FEI Number: 65-0040853

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

VANCE, JAMES E., JR.
225 SOUTHERN BLVD
SUITE 201
WEST PALM BEACH, FL 33405 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title PST
Name VANCE, JAMES E., JR.
Address 225 SOUTHERN BLVD
SUITE 201
City-State-Zip: WEST PALM BEACH FL 33405

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAMES E VANCE



PRESIDENT

01/03/2019

Electronic Signature of Signing Officer/Director Detail

_____ Date

The Vance Construction Co.
225 Southern Blvd, Suite 201, West Palm Beach FL 33405

Tab #2

Minimum Qualifications Criteria

Statement of Qualifications

Equipment List Detail

Government client work completed description



The Vance Construction Co.
Equipment List Detail
RFP: 968-19-1:

Tug Wiley- Super Triumph 25'x14'x6' Twin Screw Tug boat. Official# 1268400.

Sea Lion- 20' Assist push boat with twin 250 mercury verado engines. FL3612NL

VCC-ZT111- 115 x 30'x7' Spud Barge. Official# 1077851

Mobro 121- 12' x 45' x 7' deck barge. Official# 913008

John Deere 240DLR Long Front Excavator- Super long front excavator. Serial# 606130

Hitachi 450 Excavator- model EX450 excavator with 72" G.P. bucket

P&H Friction Crane- 1974 P&H 650 TC Truck Crane. Serial#39124

Grove Crane- 65 Ton Grove Rough Terrain 865B. Serial#84973

Vibratory Hammer- MKT-22 hammer with power pack.



REFERENCES:

**List of work performed for government Clients.
Details of work performed.**

1. Palm Beach County Environmental Resource Management:

-Installed steel, wood, and concrete pipe piles at multiple county projects. Using different methods of installation: vibratory hammer, diesel hammers, water jet systems, and rock punches.

-Imported and transported dredge/donated material to multiple projects to create artificial islands, which promoted wildlife within Palm Beach County.

-Procured, transported, and installed limestone rock to create breakwaters, shoreline stabilization, artificial reefs and islands within Palm Beach County.

-Annual Contract holders with PBCERM for the last 6 years.

2. Florida Inland Navigation District:

-Procured, transported, and installed limestone rock to create artificial reefs within the intracoastal water way at Sugar Sands site.

-Installed concrete pilings around designated reef site.

3. Palm Beach Parks and Recreation:

-Completed various dredging projects around Peanut Island.

-Removed & disposed of derelict vessels within Palm Beach County.

-Transported equipment to and from Peanut Island via Barge and Tug.

The Vance Construction Co.
225 Southern Blvd, Suite 201, West Palm Beach FL 33405

Tab #3

Private Customer References

Government Client References

2019 Certificate of Insurance

Bid Bond & Bond Company Information

Scope of Work: Rybovich North dock Installation.

*Contact information listed above.

-Demolished & Disposed of 6' marginal Wharf.

-Pull all dock piling & disposed of.

-Install of 8' x 8' new 45 marginal wharf.

-Removal of 10' x 10' gangway landing.

-Removed & Disposed of pile bents & concrete piles supporting structure.

-Remove & Cap active fire line, running through the platform.

-Load & Install (16) 20"x 52' pipe piles with vibratory hammer.

-Furnish & Install (16) HDPE sleeves.

-Install (16) fiberglass piling caps.

Date Contract completed: October 2016.

Construction Cost: \$80,785.00 USD.

Sailfish Marina: Singer Island.

Demolition of existing south dock.

Pile & HDPE Sleeve Installation.

Contact Information:

Name: Syd Hobbs, Construction Technology Inc.

Address: 2540 Metrocentre Blvd, West Palm Beach 33407

Phone: 561-689-9667

Date Contract completed: May 2017, 1st Phase.

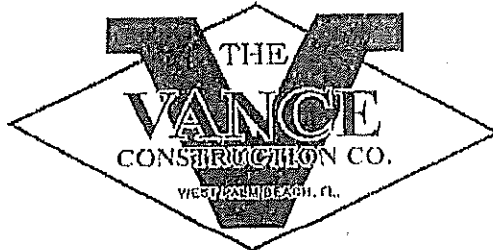
Date Contract completed: January 2018, 2nd Phase.

Construction Cost: \$111,000.00

Scope of Work:

-Demolish existing south floating dock and remove debris.

-Included: main dock, finger piers, fendering system, and all mooring piles.



REFERENCES:

**List of work performed for government Clients.
Details of work performed.**

- 1. Name of Company:** PB County Environmental Resource Mgmt.
Address: 2300 Jog Road West Palm Beach, FL 33411.
Contact Name and Title: Eric Anderson, Senior Environmental Analyst.
Contact Phone: 561-233-2414
Contact Email: Eanderson1@pbcgov.org
Date Contract Began: 2015
Length of Contract Term: 3 years.

Work Performed:

- Installed steel, wood, and concrete pipe piles at multiple county projects. Using different methods of installation: vibratory hammer, diesel hammers, water jet systems, and rock punches.
- Imported and transported dredge/donated material to multiple projects to create artificial islands, which promoted wildlife within Palm Beach County.
- Procured, transported, and installed limestone rock to create breakwaters, shoreline stabilization, artificial reefs and islands within Palm Beach County.



VANCE-3

OP ID: NG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/23/2019

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 have ADDITIONAL INSURED provisions or 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 Brown & Brown Marine P.O. Box 5727 Fort Lauderdale, FL 33340-5727 Scott H. Buser, CRIS	954-776-2222 CONTACT Scott H. Buser PHONE (A/C, No, Ext): 954-776-2222 FAX (A/C, No): 954-493-9730 E-MAIL ADDRESS: smordas@bbflaud.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Continental Insurance Co.	35289
INSURER B: StarStone National Insurance	25498
INSURER C: Valley Forge Ins. Co.	20508
INSURER D: StarNet Insurance Company	40045
INSURER E: Navigators Insurance Co.	42307
INSURER F: Federal Insurance Co.	20281

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L SVR (INS/WORK)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> MOLL <input checked="" type="checkbox"/> HUI/P&I GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC OTHER:		ML9780717	09/23/2018	09/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP/AGG \$ 2,000,000 Hull P&I \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		8050541976	09/23/2018	09/23/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE Ded <input checked="" type="checkbox"/> RETENTIONS 25,000		AA8827A18MZA	09/23/2018	09/23/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	KEY0138656 USL&H INCLUDED	12/13/2018	12/13/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution		52-52181	09/23/2018	09/23/2019	limits 10,000,000
F	Install Floater		6706199	04/28/2018	04/28/2019	limits 873,000

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

CERTIFICATE HOLDER PROOF OF Proof of Insurance XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, FL XXXXXXXXXXXX	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 Scott H. Buser, CRIS
---	--

POWER OF ATTORNEY

3493

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint Scott Adams its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.



LEXON INSURANCE COMPANY

BY [Signature]
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public - State of Tennessee
DeWadeen County
My Commission Expires 07-08-10

BY [Signature]
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 30th Day of January, 2018



BY [Signature]
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



**SOMPO
INTERNATIONAL**

240 Cedar Knolls Road, Suite #404
Cedar Knolls, NJ 07927
(973) 993-5410

January 30, 2019

The Vance Construction Company, Inc.
225 Southern Blvd, Suite 201
West Palm Beach, FL 33407

Re: Riviera Beach RFP- Prequalification Bonding Letter

To Whom It May Concern:

The Vance Construction Company, Inc. maintains a surety bonding credit relationship with Lexon Insurance Company, a wholly owned subsidiary of Sompo International. We presently have a working line of credit in place for their accommodation, and their overall account is in good standing.


Reserving our rights to practice normal underwriting functions, Lexon Insurance Company is prepared to provide favorable consideration for surety bonds on behalf of The Vance Construction Company, Inc covering contract bond parameters in the amount of \$4,000,000 single size and \$8,000,000 in the aggregate amount. These general parameters are strictly a working daily line and are evaluated semi-annually based upon the financial data and overall underwriting information requested for this account.

Their current available capacity on this line is \$6,000,000

Lexon Insurance Company is license in Florida and listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), Lexon is rated "A+" "XV" by A.M. Best Company.

If you should have any questions regarding this account, please do not hesitate to call.

Sincerely,



Scott Adams
Attorney-in-Fact



RFP 968-19-1

Installation of Fixed and Floating Docks - Piers E, F and G

COST FEE PROPOSAL

CITY OF RIVIERA BEACH MARINA - PIERS E, F and G

The City of Riviera Beach Purchasing Department is soliciting Cost Proposals from qualified Marine Contractors, for demolition of existing structures, installation of fixed and floating dock structures, wave attenuation system, gangways and other project components pertaining to the further improvements at the City of Riviera Beach Marina. The dock products including all installation hardware shall be designed, manufactured and delivered to the City by a pre-selected dock manufacturer (Marineek, N.A., Manufacturer). The dock products will be purchased directly by the City and will not be a requirement of the Contractor. The Contractor shall conduct work in accordance to the plans and specifications prepared by Sea Diversified, Inc. of Delray Beach, Florida with installation of fixed and floating docks in strict accordance with Manufacturer supplied shop drawings, Installation Manuals and other technical information. The Contractor selected via this RFP process will not be responsible for the supply and installation of new utilities (electric/lighting, potable water, sewer and fire) as a utility contractor will be selected by the City via separate RFP process. It is the City's intent to commence with the utility work after the Contractor has completed the installation of the docks including support piles and all other dock components provided by the Manufacturer. It is noted that the City may have the utility contractor commence with certain components of work such as extending services in the new areas of work, however it is the intent for the Contractor to work totally independent of the utility contractor and the Contractor shall base their bid accordingly.

COST FEE PROPOSAL:

The Contractor shall provide a fully detailed line item cost proposal using the Bid Schedule provided herein. All line item costs shall include materials, where applicable, supervision, labor, equipment, subcontracted labor, permits, taxes and general overhead/profit, as applicable. All Proposals are to be inclusive lump sum proposals. The Contractor is to provide pricing based on the plan and specifications provided. Any proposed alternatives to the base proposal shall be listed appropriately based on the Bid Schedule and shall not be included in the base proposal. The City reserves the right, at the sole discretion, to accept, reject or request clarification or revision of any cost proposal submitted.

The undersigned hereby represents that he has carefully examined the drawings and the Contract including all Contract Documents and will execute the Contract and perform all its terms, covenants and conditions, all in exact compliance with the requirements of the specifications and drawings. In addition, the Respondent, by and through the submission of his Proposal, agrees that they have examined and shall be held responsible for having theretofore examined themselves as to the character of the route, location, site conditions and all other physical characteristics of the work in order that they may thereby provide for the satisfactory completion of the project.

COMPANY NAME: The Vance Construction Co

BASE BID AMOUNT: \$ _____

(Amount written in words has precedence)

RFP 968-19-1

BID SCHEDULE

CITY OF RIVIERA BEACH

REQUEST FOR PROPOSAL NO. 968-19-1

CITY OF RIVIERA BEACH MARINA - INSTALLATION OF FIXED AND FLOATING DOCKS - PIERS E, F and G

21-Dec-18

PAGE 2

The Vance Construction Co

RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Pier E - Fixed and Floating Dock Systems					
21	8' wide main Docks - Install aluminum channel cross members. Set in place and secure pre-decked aluminum frame docks. (all hardware to be supplied by Manufacturer)	1,472.0	SF	22.01	32,398.72
22	Aluminum finger Pier (6'x56')- Floating with integrated ramp system - Install only. (all hardware to be supplied by Manufacturer)	2.0	EA	6,400.00	12,800.00
23	Aluminum finger pier (8'x76')- Floating with integrated ramp system - Install only. (all hardware to be supplied by Manufacturer)	1.0	EA	12,800.00	12,800.00
24	14" x 45' concrete piles for 8' wide main dock - Furnish and Install	20.0	EA	3,700.00	74,000.00
25	20" x 60' steel piles for articulating piers - Furnish	7.0	EA	4,081.00	28,567.00
26	20" x 60' steel piles for articulating piers - Install	7.0	EA	2,700.00	18,900.00
27	20" diameter fiberglass pile caps	7.0	EA	275.00	1,925.00
28	12"x45' PT timber mooring / fender Piles - Furnish and install - includes (2) rope cleats each and pile wrap	11.0	EA	1,364.00	15,004.00
29	Cleats - 15" (5-ton min.) - Install only	22.0	EA	125.00	2,750.00
30	5-Step aluminum ladders - Install only	3.0	EA	100.00	300.00
Total Pier E - Fixed and Floating Dock Systems					199,444.72

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Pier G - Floating Dock System					
31	14' wide floating concrete wave attenuator - Install only - (all hardware to be provided by the Manufacturer)	4,830.0	SF	29.10	140,553.00
32	12' wide floating concrete wave attenuator - Install only - (all hardware to be provided by the Manufacturer)	480.0	SF	29.10	13,968.00
33	5'-6" wide floating concrete finger piers - Install only - (all hardware to be provided by the Manufacturer)	6.0	EA	3,600.00	21,600.00
34	20" x 60' steel piles for articulating piers - Furnish	5.0	EA	4,060.00	20,300.00
35	20" x 60' steel piles for articulating piers - Install	5.0	EA	2,700.00	13,500.00
36	20" diameter fiberglass pile caps	5.0	EA	275.00	1,375.00
37	24" x 65' concrete floating dock steel support piles and fender piles - Furnish	19.0	EA	5,781.67	109,851.70
38	24" x 65' concrete floating dock steel support piles and fender piles - Install	19.0	EA	2,900.00	55,100.00
39	24" diameter fiberglass pile caps	19.0	EA	275.00	5,225.00
40	Cleats - 20-ton bollard - Install only	4.0	EA	400.00	1,600.00
41	Cleats - 10-ton bollard - Install only	6.0	EA	300.00	1,800.00
42	Cleats - 15" (5-ton) - Install only	57.0	EA	200.00	11,400.00
43	5-step aluminum ladders - Install only	6.0	EA	100	600.00
Total Pier G - Floating Dock System					396,672.70

The Vance Construction Co.
225 Southern Blvd, Suite 201, West Palm Beach FL 33405

Tab #5

Required Forms B thru J

Schedules 1-4

Conflict of Interest Disclosure Form

W-9 Form

Addendums 1, 2 & 3

ATTACHMENT C
REPRESENTATIONS AND DISCLOSURES

STATE OF Florida)
COUNTY OF Palm Beach)

} SS:

I am an officer of the Proposer named below, submitting its qualifications under an RFP and I am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with the Firm or any sub-Contractors or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Proposal for the Installation of Fixed and Floating Dock System is made without connection with any persons, company or party making another proposal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Proposer has not filed for Investment bankruptcy in the past five (5) years.
5. Neither the Proposer or any of the principals of the Proposer have been convicted of or indicted for a felony or fraud.
6. The Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, or individual, other than a bona fide employee working solely for the Proposer, any fee, Council, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. The Proposer certifies that the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.
9. The Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP shall be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify and affirm that to the best of my knowledge and belief, the above 9 statements are true.

Officer's Name: James Vance Title President
Signature: [Handwritten Signature]
BANKED AND SIGNED before me this 29 day of January, 2019
by James H. Vance (name) as President (title) of
The Vance Construction Co (Proposer), and who is personally known to me
or produced is personally known as identification.

Claudia J. Adams
Notary Public

Notary Stamp:



Claudia J. Adams
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF998202
Expires 7/20/2020

In the event the Proposer cannot execute this form as drafted, the Proposer may substitute a similar Representations and Disclosure certifying to the facts applicable to the Installation of Fixed and Floating Dock System.

James E. Vance
Signature

James Vance, President
(Print Name and Title)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 29 DAY
OF January, 2019

Claudia J. Adams
(Notary Public)



Claudia J. Adams
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF998202
Expires 7/20/2020

My Commission Expires 7/20/20

**ATTACHMENT F
DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals 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 proposal 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 the proposals shall 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:

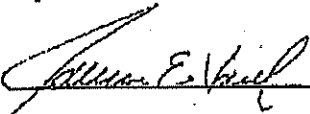
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
2. Inform employees about 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 contract 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 contract, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of chapter 893 of the Florida Statutes 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 James Vance the
(INDIVIDUAL'S NAME)

President Of The Vance Construction Co
(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

01/29/2019
DATE

**ATTACHMENT H
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 _____

RFP# 988-18-1 _____ *

are accurate, complete, and current as of 1/25/2019 **

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

Installation of Fixed and Floating Dock System:

SIGNATURE: _____
James E. Vance

NAME: James Vance

TITLE: President

DATE: 01/29/2019 ***

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP 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.

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

James E. Vance
(Signature)

Sworn and subscribed before me this 29 day of January, 2019.

Personally known James Vance

Claudia J. Adams
(Notary)

OR produced identification _____

Notary Public State of Florida

(Type of Identification)

My commission expires: 7/20/20



Claudia J. Adams
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF898202
Expires 7/20/2020

SBE, Local Businesses, LOI's

SCHEDULE 1
PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

SCHEDULE 2
LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

SCHEDULE 3
PARTICIPATION FOR LOCAL BUSINESSES AS SUB-CONTRACTOR AT LEAST 25%

SCHEDULE 4
LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from nominating a condition for screening.

Date: 01/29/2019

Name: James Vance

Position: President

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____

2. _____

3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: 01/29/2019

NOTICE

ADDENDUM NO. ONE (1)

JANUARY 9, 2019

CITY OF RIVIERA BEACH
BID NO. 968-19-1

INSTALLATION OF FIXED AND FLOATING DOCK SYSTEMS FOR PIERS "E",
"F" AND "G"

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

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

GENERAL INFORMATION: LOCATION FOR PRE-BID MEETING IS 600 WEST BLUE
HERON BLVD, RIVIERA BEACH, FL. COUNCIL CHAMBERS

SPECIFICATION:

PLANSHEETS:

- I. NOTICE: PLEASE SEE ATTACHED REQUEST FOR INFORMATION
(RFI) & RESPONSES.

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be
attached to the proposal when same is submitted at 11:00 a.m., Thursday, January 31, 2019 at
the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida.
For information on this RFP, please contact:

Rickey Little, Interim Director of Procurement
2051 MLK Blvd., Suite #310
Riviera Beach, FL 33404
rlittle@rivierabch.com

The Vance Construction Co.
NAME OF COMPANY


PROPOSER'S SIGNATURE

DATE: 01/29/19

**BID #968-19-1 Installation of Fixed and Floating Dock Systems
PIERS "E", "F" and "G"**

RFI's

Poseidon Dredge & Marine:

1. Steel Pipe Piles Specification- When will the manufacturer have a complete specification for the pipe pile? particularly what will be the wall thickness of the pipe pile?

Answer: Until the dock manufacturer determines this through their engineering we will not know the specifications. With that said based on the first 2 phases they probably at a minimum will be 24" diameter 1/2" wall and 65 ft. long.

2. Will the manufacturer be providing the neoprene isolation pads needed for the installation of the Aluminum Frame support on top of the existing Concrete Pier Deck?

Answer: No contractor supplied

3. Will the manufacturer be providing the 1x 6 IPE trim board for the access pier to Pier F? Will they provide the hardware for installing this?

Answer: No contractor supplied. If needed as to leveling. Fastings of I beam to the concrete deck supplied by the contractor.

4. What is the manufacturer's schedule in delivering all pieces to the job site?

Answer: Dock manufacturer contract allows up to the following. Week 1 through 9 engineering. Production of concrete floating dock sections weeks 11-23. Aluminum frame sections for Dock F fixed portion will be delivered during the production period and discussions with the contractor will help determine when the delivery period is best.

EXHIBIT "D"

CITY OF RIVIERA BEACH

REQUEST FOR PROPOSAL

No. 968-19-1

&

ADDENDUM 1, 2, & 3

FOR

**INSTALLATION OF FIXED AND FLOATING DOCK SYSTEMS
PIERS "E", "F" AND "G"**

NOTICE

ADDENDUM NO. THREE (3)

JANUARY 23, 2019

**CITY OF RIVIERA BEACH
BID NO. 968-19-1**

Installation of Fixed and Floating Dock Systems PIERS "E", "F" and "G"

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

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

GENERAL INFORMATION: CHANGE IN CONTRACTOR SELECTION PROCESS

SPECIFICATION:

PLANSHEETS: SEE CITY WEB SITE FOR ADDITIONAL PLANS

It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to the proposal when same is submitted at **11:00 A.M., Thursday, January 31, 2019** at the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida. For information on this BID, please contact:

Rickey Little, Interim Director of Procurement
2051 MLK Blvd., Suite #310
Riviera Beach, FL 33404
rlittle@rivierabch.com

NAME OF COMPANY

PROPOSER'S SIGNATURE

DATE: _____

**BID #968-19-1 Installation of Fixed and Floating Dock Systems
PIERS "E", "F" and "G"**

RFI's

CONTRACTOR SELECTION:

The selection of a Contractor for recommended award of contract will be based on the lowest final average Technical Score computed based on the combined total scores for each Respondent divided by the number of Evaluation Committee members.

Revised:

CONTRACTOR SELECTION:

The selection of a Contractor for recommended award of contract will be based on the highest Technical Score computed based on the combined total scores for each Respondent divided by the number of Evaluation Committee members.

Item 2. Additional Information

As requested during the pre-bid meeting, the following items are included, herewith to assist respondents with preparing their bids:

- Marinetek Phase II Shop Drawings – Riviera Beach Marina
- Marinetek Standard Details and Installation Instructions
- Technomarine Phase I Shop Drawings – Riviera Beach Marina
- Technomarine Standard Details and Installation Instructions

Note: These documents are being provided for general information only. Actual shop drawings and installation instructions for the current phase of work at Riviera Beach Marina are currently not available. Although it is the Manufacturer's intent to provide new concrete floating docks and aluminum fixed and floating docks to match existing systems from previous phases of work, fabrication and installation details could vary from that provided as part of this Addendum.

Item 3. Manufacturing Schedule

A manufacturing schedule was requested during the pre-bid meeting. Unfortunately, a detailed manufacturing schedule is not currently available from the Manufacturer to assist Respondents in evaluating their means and methods of completing the project. The Manufacturer did state that for planning purposes the installation Contractor should anticipate receipt of 1-2 concrete breakwater floats per week and up to 2 concrete finger piers per week when in full production. Up to 4 concrete breakwater floats can be stored at the Manufacturer's facility in St. Petersburg, Florida and shipped back-to-back if this would be more efficient for the Contractor. Aluminum frames, expected to be fabricated in Canada, will be likely delivered to the site or other project staging area in back-to-back deliveries upon completion of all components. As noted in the Technical Specifications, the Contractor will be required to coordinate their installation schedule with the Manufacturer's fabrication and delivery schedule. Please refer to Paragraph 7 under Article 12 of the Technical Specifications regarding Contractor – Manufacturer coordination.

**BID #968-19-1 Installation of Fixed and Floating Dock Systems
PIERS "E", "F" and "G"**

RFI's

Poseidon Dredge & Marine:

1. Steel Pipe Piles Specification- When will the manufacturer have a complete specification for the pipe pile? particularly what will be the wall thickness of the pipe pile?

Answer: Until the dock manufacturer determines this through their engineering we will not know the specifications. With that said based on the first 2 phases they probably at a minimum will be 24" diameter 1/2" wall and 65 ft. long.

2. Will the manufacturer be providing the neoprene isolation pads needed for the installation of the Aluminium Frame support on top of the existing Concrete Pier Deck?

Answer: No contractor supplied

3. Will the manufacturer be providing the 1x 6 IPE trim board for the access pier to Pier F? Will they provide the hardware for installing this?

Answer: No contractor supplied. If needed as to leveling. Fastings of I beam to the concrete deck supplied by the contractor.

4. What is the manufacturer's schedule in delivering all pieces to the job site?

Answer: Dock manufacturer contract allows up to the following. Week 1 through 9 engineering. Production of concrete floating dock sections weeks 11-23. Aluminum frame sections for Dock F fixed portion will be delivered during the production period and discussions with the contractor will help determine when the delivery period is best.

**BID #968-19-1 Installation of Fixed and Floating Dock Systems
PIERS "E", "F" and "G"**

RFI's

Poseidon Dredge & Marine:

1. Steel Pipe Piles Specification- When will the manufacturer have a complete specification for the pipe pile? particularly what will be the wall thickness of the pipe pile?

Answer: Until the dock manufacturer determines this through their engineering we will not know the specifications. With that said based on the first 2 phases they probably at a minimum will be 24" diameter 1/2" wall and 65 ft. long.

2. Will the manufacturer be providing the neoprene isolation pads needed for the installation of the Aluminum Frame support on top of the existing Concrete Pier Deck?

Answer: No contractor supplied

3. Will the manufacturer be providing the 1x 6 IPE trim board for the access pier to Pier F? Will they provide the hardware for installing this?

Answer: No contractor supplied. If needed as to leveling. Fastings of I beam to the concrete deck supplied by the contractor.

4. What is the manufacturer's schedule in delivering all pieces to the job site?

Answer: Dock manufacturer contract allows up to the following. Week 1 through 9 engineering. Production of concrete floating dock sections weeks 11-23. Aluminum frame sections for Dock F fixed portion will be delivered during the production period and discussions with the contractor will help determine when the delivery period is best.

**TABLE OF CONTENTS
REQUEST FOR PROPOSALS**

ADVERTISEMENT

- I. GENERAL INFORMATION
- II. MINIMUM QUALIFICATIONS
- III. REQUIRED FORMS
- IV. EVALUATION METHOD
- V. PROPOSAL FORMAT
- VI. INFORMATION REQUESTED
- VII. SPECIAL TERMS AND CONDITIONS
- VIII. INSURANCE REQUIREMENTS
- IX. GENERAL TERMS AND CONDITIONS
- X. ATTACHMENTS
 - ATTACHMENT A: PROPOSER INFORMATION SHEET
 - ATTACHMENT B: REFERENCES FOR GOVERNMENT CLIENTS
 - ATTACHMENT C: REPRESENTATIONS AND DISCLOSURES
 - ATTACHMENT D: NON-COLLUSION AFFIDAVIT
 - ATTACHMENT E: INDEMNIFICATION CLAUSE
 - ATTACHMENT F: DRUG FREE WORKPLACE
 - ATTACHMENT G: NOTIFICATION OF PUBLIC ENTITIES CRIMES LAW
 - ATTACHMENT H: TRUTH IN NEGOTIATIONS CERTIFICATE
 - ATTACHMENT I: SWORN STATEMENT PURSUANT TO SECTION 287.1233(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
 - ATTACHMENT J: REQUEST FOR INFORMATION FORMS
 - ATTACHMENT K: SCHEDULE 1: PARTICIPATION FOR SBE CONTRACTORS / PROPOSERS
 - ATTACHMENT L: SCHEDULE 2: LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE
 - ATTACHMENT M: SCHEDULE 3: PARTICIPATION FOR LOCAL BUSINESSES AS SUB-CONTRACTOR AT LEAST 25%
 - ATTACHMENT N: SCHEDULE 4: LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS
 - ATTACHMENT O: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (FORM W-9)

**REQUIREMENTS OF THE RESPONDENT
EVALUATION AND SELECTION PROCESS**

BIDDER EVALUATION MATRIX

COST FEE PROPOSAL

BID SCHEDULE

TECHNICAL SPECIFICATIONS

- Article 1: Project Description
- Article 2: Qualifications of the Contractor
- Article 3: General Notes
- Article 4: Mobilization and Demobilization
- Article 5: Site Maintenance and Safety
- Article 6: Environmental
- Article 7: Geotechnical
- Article 8: Construction Surveying
- Article 9: Construction Sequencing and Hours of Operation
- Article 10: Demolition and Restoration
- Article 11: Maintenance Dredging and Disposal
- Article 12: Floating Dock Systems including Wave Attenuator
- Article 13: Aluminum Gangways
- Article 14: Concrete Piles and Pile Driving

CITY OF RIVIERA BEACH
 REQUEST FOR PROPOSALS
 RFP 968-19-1
 INSTALLATION OF FIXED AND FLOATING DOCK SYSTEMS FOR PIERS "E", "F" AND "G"



RFP NUMBER: RFP 968-19-1
 RFP TITLE: INSTALLATION OF FIXED AND FLOATING DOCK SYSTEMS FOR PIERS "E", "F" AND "G"

EVENT	DATE
Date RFP Issued	December 28, 2018
MANDATORY PRE-BID MEETING	January 10, 2019
Due date for bidder questions	January 17, 2019
Due date for bidder responses	January 22, 2019
RFP Due Date	January 31, 2019
Selection Committee Date	TBD
Presentations (IF NEEDED)	TBD, 2019
Proposed Council Date	TBD
Start Date	TBD, 2019

BID CONTACT: **RICKEY LITTLE**
 INTERIM DIRECTOR OF PROCUREMENT
rlittle@rivierabch.com

NO PHONE INQUIRIES WILL BE ACCEPTED. ALL
 CORRESPONDENCE SHALL BE DIRECTED TO
 THE CITY PROCUREMENT DIRECTOR VIA
 EMAIL OR FAX.

City of Riviera Beach

600 West Blue Heron Boulevard, Suite 140
Riviera Beach, FL 33404
(561) 845-4180
Request for Proposal Notice

RFP TITLE:	INSTALLATION OF FIXED AND FLOATING DOCK SYSTEMS FOR PIERS "E", "F" AND "G"		
PROPOSAL #:	RFP 968-19-1		
ISSUE DATE:	December 28, 2018		
DUE DATE and TIME:	11:00 AM EST, January 31, 2019 Proposals shall NOT be received after this time.		
PRE-PROPOSAL CONFERENCE:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
MANDATORY:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
Inquiries regarding this Proposal shall be submitted in writing via email on or before: <u>January 17, 2019</u> All correspondence shall reference the Proposal's number. Proposal Contact: Rickey Little, Interim Director of Procurement (561) 845-4180, Phone (561) 842-5105, Fax E-mail: rlittle@rivierabch.com			
PROPOSAL SECURITY:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	PERFORMANCE BOND:
AMT: 5 %			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
			AMT: 100 %

Contractors that are interested in providing this service may obtain the RFP at www.rivierabeach.com, this document is also available via the internet at www.DemandStar.com. Adobe Acrobat® Reader is required to view electronic documents on-line. The City is not responsible for the content of any bid package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website. In the event of any discrepancy between information on website and the hard copy specifications, the terms of the hard copy specification will control.

Upon receipt of this Proposal document, any and all communications regarding this Proposal shall be made only to the Procurement Department as noted above. Any violation of this condition could result in Proposal disqualification. This is a Sealed Proposal - Fax or electronic replies shall not be accepted.

ON-LINE PROVIDER DISCLAIMER:

Demandstar.com has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the City. Communications to DemandStar.com do not constitute communications to the City.

City not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

Event

RFP Available
Last Date to submit Questions
Proposals Due (11:00 AM EST)
Evaluation Committee & Ranking of Proposals
Interviews (If Applicable)

Date

December 28, 2018
January 31, 2019
TBD
TBD
TBD

Proposal Disclosures

In accordance with Chapter 119, Florida Statutes, all Proposals shall become "public records" in accordance with the law and shall be subject to public disclosure consistent with the law. Proposers submitting Proposals shall invoke in writing the exemptions to disclosure (provided by law) in their Proposal 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.

Acceptance of Rejection 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 RFP at any time and/or to solicit and re-advertise for other proposals. The City is not obligated to enter a contract on the basis of any Proposal submitted in response to this document.

Instructions to Proposers

Proposals not conforming to the instructions provided herein may be subject to disqualification at the option of the City.

All questions concerning this RFP document shall be submitted in written form. Only questions submitted in writing shall be responded to by addendum. No questions may be submitted after the deadline for questions specified in Section 2-3, Procurement Schedule. All questions shall be submitted to:

Rickey Little, Interim Director of Procurement
rlittle@rivierabch.com or fax: 561-842-5105

If a Proposal is transmitted by U.S. Mail or other delivery medium, the Proposer shall be responsible for its timely delivery to the designated City Clerk's office. Proposals received after the stated time and date **shall not** be considered and shall be returned unopened to the Proposer.

Two (2) printed original hard copy with original signatures plus five (5) additional for the selection committee members, each bound with tabbed dividers separating each section. Each page shall be numbered consecutively, and shall not exceed 8-1/2" x 14" in size. Each text page shall be printed in font 11 and have a minimum 1" margin and include the required responses specified in Section 1-4 **Proposal Submission and Opening**. An additional seven (7) sets on USB (PDF format) of the Proposal shall be submitted by the proposing Proposer. All sets shall be clearly labeled with the solicitation number, the Proposer Name, Project Name on the outside of each binder/on each USB label. If multiple proposals are being submitted, each shall be packaged separately and presented as directed herein.

Following submittal of the Proposal, Proposers shall not add or substitute team members, including sub-consultants, unless approved by the Procurement. Any change in the proposed team shall be requested in writing to the Procurement Director. The request shall include an explanation of the reason for the substitution and a resume with the background and experience of the substitute team member.

Proposals (original and USB's) shall be sealed within a container (box, envelope, package, etc.) and labeled in a prominent place on the exterior of the package as follows:

Proposer's Name-
Request for Proposals #-"Title Name" (example: RFP 968-19-1, Project Name)

Proposer. If agreement is not reached, negotiations shall be terminated. This process may proceed with the third highest rated or ranked Proposer. Thereafter, further discussions shall cease on this RFP.

Full Fee Disclosure

In a separate sealed envelope, clearly state "Cost Proposal". This section of the Proposal should clearly state the proposed cost for the required services. A firm fixed fee contract shall be awarded by the City. The sealed cost proposal should contain all pricing information relative to performing professional Dock Installation Consultant for the City as described in this RFP. The total all-inclusive fixed fee should contain all direct and indirect costs including all out-of-pocket expenses.

Development Costs

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Proposal to this public solicitation. Such costs should not be included in the proposal.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as an 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 FS. 287.017 CATEGORY TWO: \$35,000.00 for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Code of Ethics

If any Proposer 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 Proposal, such Proposer shall be disqualified from performing the work or from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from bidding on any future Proposals for work, goods or services for the City.

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 its commitment to meet these same requirements.

Proposers shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

Contractual Agreement

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

Indemnification

The awarded contract shall contain the Indemnification Clause provided per Attachment F of this RFP, which each Proposer shall sign and submit with their Proposal.

Cone of Silence

No entity filing a Proposal to this RFP shall through their principal, attorneys, or agents, contact the City Council for the purposes of discussing any aspect of this RFP for any possible decision on the RFP; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council or City Staff. Cone of Silence is in effect from the last day for questions until thirty days after the closing

Execution to the RFP

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

Right of Negotiation

The City reserves the right to negotiate with the selected Proposer the exact terms, conditions and commissions/fees of the contract.

Denial of Reimbursement

The City shall not reimburse Proposers for any costs associated with the preparation of any Proposal, or for any travel and/or per diem costs that are incurred in connection with the preparation, submission or presentation of a Proposal to this RFP.

Truth in Negotiation Certification

For all lump sum or cost-plus-a-fixed-fee professional service contracts over \$50,000 the Person/Proposer 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. A professional service contract under which a certificate is required shall contain a provision that the contract price shall be adjusted to exclude any significant sums where the agency 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.

Minority/Women Business Enterprise Participation

All Proposers have an opportunity to increase their opportunity to be awarded a City contract/project by maximizing their use of qualified Minority Business Enterprise (M/WBE) in accordance with the City's M/WBE Program. It is the policy of the City that Minority Business Enterprise M/WBE shall have the maximum opportunity to participate in and perform projects financed with City funds. Proposers are hereby informed that the City has established a goal of a minimum of 15% participation of Minority Business Enterprises in all City contracts. A good faith effort should be made by all Proposers to hire Minority/Women Business Enterprise participants

The City shall have the right to consider price, quality, past performance including meeting qualified M/WBE commitments, time required for performance and qualifications of the Proposer in making awards.

The Proposer shall seek to maximize its use of qualified M/WBEs. The Proposer shall complete the PARTICIPATION FOR M/WBE PROPOSER/PROPOSERS and LETTER OF INTENT TO PERFORM AS A MINORITY/SUB form (See Schedule One and Two) that shall be provided by the City with the RFP package. The total qualified minority business participation shall be the percentage of the total contract/project dollar amount that shall 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, 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 Proposer based on the total qualified business participation.

All proposed minorities 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.

Proposal Protest Cost and Filing Fees

Section 2(8-101) of the City's code allows for protest. (Please reference Ordinance # 4010)

Written Protest- The written protest submitted to the Procurement Director shall 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.

Proposers shall provide a statement in the affirmative, in Tab #2 of their Proposal, confirming their ability to meet the minimum qualifications described below as describe in Section VI:

III. REQUIRED FORMS

Proposers shall complete and submit the following forms with their Proposal. The forms shall be submitted in Tab #5 of the Proposal as described in Section XI. Failure to include any required forms/information as described within this proposal may result in a rejected proposal. The final decision for acceptance/rejection of any proposal related to this RFP is at the sole discretion of the City.

- A. Prospective Proposer Information Sheet, found in Section XI., Attachment A
- B. References for Government Clients, found in Section XI., Attachment B
- C. Representatives and Disclosures, signed and notarized, found in Section XI., Attachment C
- D. Non-Collusion Affidavit Certificate, signed and notarized, found in Section XI., Attachment E
- E. Indemnification Clause, found in Section XI., Attachment F
- F. Drug-Free Workplace Certification, found in Section XI., Attachment G
- G. Notification of Public Entity Crime Law, found in Section XI., Attachment H
- H. Truth in Negotiation Certification, found in Section XI., Attachment I
- I. Sworn Statement Pursuant to 287.133(3)(A), Florida Statutes, found in Section XI., Attachment J
- J. Request for information form
- K. Schedule 1 participation for SBE proposers
- L. Schedule 2 letter of intent to perform as a small business enterprise
- M. Schedule 3 participation for local business as proposer's at least 25%
- N. Schedule 4 letter of intent to perform as a local business
- O. Sworn Statement Pursuant To 287.133(3)A, Florida Statutes
- P. W-9 Form, found in Section XI

Proposer(s) submitting Proposals as a joint venture shall submit to the City, as part of Proposals, a copy of any joint venture agreement.

All Proposers shall provide an e-mail address and contact so that any clarification may be shared.

IV. EVALUATION METHOD

An Evaluation Committee, consisting of City staff and/or consultants shall convene for a public meeting to rank the highest qualified Proposal meeting all the needs of the City and make a recommendation for contract award. The Procurement Official shall advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive proposal which is most and in the best interest of the City in achieving the study or project.

Each Proposal shall be evaluated individually and in the context of all other Proposals. Proposals shall be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the Proposal to the lowest priced Dock Installation Contractor, and the City reserves the right to award the contract to the Dock Installation Proposer submitting the best overall responsive Proposal which is highest qualified and in the best interest of the City in achieving successful completion of the project,

Proposal Format

Proposers should prepare their Proposals using the following format and follow the numbering format below for tabbing/indexing their RFP proposal:

Title Page: Firm's name, address and telephone number of the contact person and the date of the proposal.

Table of Contents: A table of contents including page references.

Tab #1 - Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the services to be provided, the commitment to provide the services within the time period, a statement why the firm believes itself to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for sixty (60) days. The signer shall have the authority to bind the proposer to the submitted proposal, and shall include a declaration of that authority in the letter of transmittal. *This letter should not exceed two pages in length.*

Tab #2 - Minimum Qualification Criteria

Provide a statement of confirmation of the Proposer's ability to meet the stated minimum qualification criteria. The City maintains the sole discretion to waive any minimum qualification criteria if it is determined the decision is in the best interest of the City.

Tab #3 - Information Requested

1. Provide a response/confirmation to each question or requested service listed in Section VII. Information Requested.

Tab #4 - Price Proposal in a Separate Seal Envelope

This section of the Proposal shall contain all pricing information relative to performing the services included in the statement of work section of the Request for Proposal. Refer to section of this RFP entitled **Cost Proposal**.

Tab #5 - Attachments/Required Form Proposals

Provide all Required Forms mention within this Proposal as listed in Section XI., Attachments. Additional addenda may be provided.

VI. INFORMATION REQUESTED

Proposers shall provide a statement in the affirmative, in Tab #3 of their Proposal, answering the information outlined in the section of this RFP entitled Requirements of the Respondent (Proposers). Proposers shall respond to all information requested in this section and failure to comply may result in the Proposer being considered nonresponsive.

In addition to the information requested in the Requirements of the Respondent Section of this RFP, Proposers shall provide the following:

References

Provide three municipal government references for clients that services were provided for in the last four (4) years that are similar to the City's service requirements (see the References Form in the Attachments). Include the following:

- | | |
|----|-----------------------|
| A. | Name of Entity |
| B. | Contact person, Title |

Procurement Code

Chapter 16.5 of the Code of Ordinances of the City of Riviera Beach shall govern this RFP.

City as Gatekeeper of Documents

This document is issued directly by the City and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Department. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the Proposer/Proposers should not rely on such sources for information regarding any solicitation made by the City.

Right to Contract for Similar/Additional Services

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the Proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

Ownership of Documents

The City shall have full ownership and the rights to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that City's contract shall require a full waiver of all intellectual property rights and copyrights in all such documents.

Proposal

The successful Proposer shall be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

Indemnity

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under the contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

Disclosure and Disclaimers

This Request for Proposals ("RFP") is being issued by the City of Riviera Beach (hereinafter known as "City"). Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such Proposals, or in any cancellation of award, or in any withdrawal or cancellation of this

disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law.

Florida Prompt Payment Act

Proper Invoice: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
2. The amount due, applicable discount(s), and the terms thereof.
3. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.
4. The Purchase Order or Contract number as supplied by the City.
5. An identification by Department of the party to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Riviera Beach, P.O. Box 10682, Riviera Beach, Florida, 33419-1682.

Finally, in addition to all of the above, in order to be considered a proper invoice, it shall be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow down" requirements that those requirements have been complied with.

Dispute Resolution

Any suit brought in connection with the Engineering Design of Fixed and Floating Dock System for Piers contract shall be tried in Palm Beach County. In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department which has the dispute along with a representative of the City's Procurement Department and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specific its nature. This procedure shall commence not later than forty five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Official shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

Emergency Support

It is hereby made a part of this request for proposals that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City shall be provided goods and services on a first priority basis. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the City.

Proposer agrees to provide services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services in the event of a disaster, emergency or hurricane. Proposer shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

Formal Agreement

The successful Proposer shall be required to enter into a formal agreement with the City. At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the City. The fee for the services to be rendered shall be as provided in the proposal. The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract. Proposer agrees and understands that a specific scope or project may require coordination with other contractors and further agrees that the utmost professionalism shall be exemplified at all times.

- E. Workers Compensation Insurance: coverage with Statutory limits as well as Employers' Liability coverage with minimum limit of \$1,000,000.
- a. \$1,000,000 per accident
 - b. \$1,000,000 disease each employee
 - c. \$1,000,000 disease policy limit

F. Longshoreman's Coverage

Proposers shall name the City as an additional insured under its general and professional (N/A) liability insurance.

During the life of the contract, the successful Proposer shall procure and maintain all insurances listed above. Proof of insurance is required before the contract is signed. It shall be the responsibility of the Proposers to ensure that all subcontractors comply with all of the insurance requirements.

The successful Proposer shall 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 Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any legal 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 shall be with an insurance carrier approved and authorized to do business in the state of Florida, and who shall have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the City and the successful Proposer. 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 Proposer's 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 by the Proposer responding to this RFP.

X. GENERAL TERMS AND CONDITIONS

Non Response Statement

If unable to submit a proposal, please sign and return the "Statement of No-Proposal" by mail or fax advising the reason for not submitting a proposal. To ensure inclusion in future bids, a Proposer should submit a "Statement of No-Proposal" to be received by the Procurement Department no later than the stated proposal opening date and time.

Obligation of Proposer

By submitting a Proposal, the Proposer covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they shall not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

Proposal Preparation Costs

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a Proposal to this RFP. Proposers should prepare their Proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

Proposal Acceptance Period

Any Proposal in response to this solicitation shall be valid for 60 days following opening of Proposal, to allow for formal action by the City Council. The Proposer agrees that during such time the Proposal shall remain firm and irrevocable. At the end of the 60 days, the Proposal may be withdrawn at the written request of the Proposer. If the Proposal is not withdrawn at that time, it remains in effect until a contract is awarded or the solicitation is canceled.

Evaluation Process

The Evaluation Committee shall evaluate all Proposals received. The committee shall examine each Proposal and determine how effectively it satisfies the RFP.

Proposal Award

Award is expected to be made to the Proposer who best meets the requirements of City considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms shall be rendered between the City and the firm achieving a successful Proposal. The City reserves the right to award any contract(s) or engagements in whole or in part, to the firm(s) which it deems to offer the best overall service. The City also reserves the right to negotiate separately with competing firms as deemed in the City's best interest. The City Council's decision shall be final.

Contract Approval: Terms of the contract shall include any and all items as specified in the Proposal, plus mutually agreed terms and conditions. The City Council shall be the sole judge of the Proposals and the resulting negotiated agreement that is in the best interest of the City. The contract shall be submitted to the City Council for final approval. If awarded, the contract shall be effective on the date is approved by the City Council of the City signed by all required parties and filed with the City Clerk.

Clarification

The City reserves the right to request clarification of information submitted and to request additional information of one or more Proposers, if needed.

Conflict of Interest

The award hereunder is subject to the laws of the State of Florida. All Proposers shall disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers shall disclose the name of any City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

Legal Requirements

Applicable provisions of all federal, state, county and city laws, and all ordinances, rules, and regulations shall govern development, proposal and evaluation of all proposals received in response hereto and shall govern all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Proposers have certain rights under Chapter 120, Florida Statutes. Failure to follow proper procedures for a timely protest shall constitute a waiver of all further proceedings under Florida Statute 120.53(5).

the only conditions applicable to this Proposal and the Proposer's authorized signature on the Proposal Response Form attest to this. Exceptions to the terms and conditions shall be not be accepted.

The content of this RFP and all provisions of the successful response deemed pertinent by City may be incorporated into a contract and become legally binding.

XI. ATTACHMENTS

REQUIRED FORMS

In addition to a formal Proposal, the forms listed below are to be completed and submitted with your Proposal.

ATTACHMENTS:

- A. PROSPECTIVE PROPOSER INFORMATION SHEET
- B. REFERENCES FOR GOVERNMENT CLIENTS
- C. REPRESENTATION AND DISCLOSURES
- D. NON-COLLUSION AFFIDAVIT CERTIFICATION
- E. INDEMNIFICATION CLAUSE
- F. DRUG FREE WORKPLACE
- G. NOTIFICATION OF PUBLIC ENTITY CRIMES LAW
- H. CERTIFICATE OF TRUTH IN NEGOTIATIONS
- I. TRUTH IN NEGOTIATION CERTIFICATION
- J. REQUEST FOR INFORMATION FORM
- K. SCHEDULE 1 PARTICIPATION FOR SBE PROPOSERS
- L. SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE
- M. SCHEDULE 3 PARTICIPATION FOR LOCAL BUSINESSES AS PROPOSER'S AT LEAST 25%
- N. SCHEDULE 4 LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS
- O. SWORN STATEMENT PURSUANT TO 287.133(3)A, FLORIDA STATUTES
W-9 FORM

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.

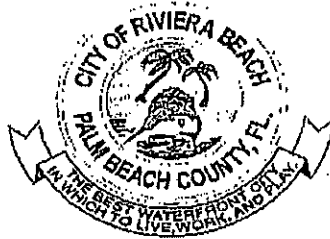
IT IS THE PROPOSER'S RESPONSIBILITY TO CONTACT THE PROCUREMENT DEPARTMENT PRIOR TO SUBMITTING A PROPOSAL TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS PROPOSAL.

ATTACHMENT D – REPRESENTATIONS AND DISCLOSURES - By submitting its Proposal, Proposer acknowledges that its Proposal shall become part of any contract entered into between the City and Proposer. By submitting its Proposal, Proposer shall make the following representations and disclosures, and shall submit attachment D.

Conflict of Interest

Proposer has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to the scope of services for the Project and any parties to this solicitation or any third parties. Proposer has identified the name of any officer, director, or agent who is also an employee or official of the City. Further, Proposer has disclosed the name of any City employee who owns, directly or indirectly any interest in the Proposer's firm or any of its affiliates or team members. The existence of any such conflicts of interest shall not automatically disqualify any proposing team from consideration. The City shall evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures..

ATTACHMENT A



CITY OF RIVIERA BEACH
600 WEST BLUE HERON BLVD., SUITE 140
RIVIERA BEACH, FL 33404

PLAN HOLDER INFORMATION SHEET

EMAIL TO RLITTLE@RIVIERABCH.COM OR FAX TO 561-842-5105

PROSPECTIVE PROPOSER INFORMATION SHEET
RFP 968-19-1

Please complete and fax this document to the Procurement Department. Your information will be added to the current plan holder list and help to insure receipt of changes or additional information.

Procurement Department: Fax: 561-842-5105
Office: 561-845-4180

Contact Person _____

Business Name _____

Business Address _____

Business City, State, Zip _____

Email Address: _____

Business Phone # _____ Business Fax # _____

**ATTACHMENT C
REPRESENTATIONS AND DISCLOSURES**

STATE OF _____)
COUNTY OF _____)

} SS:

I am an officer of the Proposer named below, submitting its qualifications under an RFP and I am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with the Firm or any sub-Contractors or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Proposal for the Installation of Fixed and Floating Dock System is made without connection with any persons, company or party making another proposal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Proposer has not filed for Investment bankruptcy in the past five (5) years.
5. Neither the Proposer or any of the principals of the Proposer have been convicted of or indicted for a felony or fraud.
6. The Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, or individual, other than a bona fide employee working solely for the Proposer, any fee, Council, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. The Proposer certifies that the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.
9. The Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP shall be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify and affirm that to the best of my knowledge and belief, the above 9 statements are true.

Officer's Name: _____ Title _____

Signature: _____

BANKED AND SIGNED before me this _____ day of _____, 2019

by _____ (name) as _____ (title) of

_____ (Proposer), and who is personally known to me

or produced _____ as identification.

Notary Public

Notary Stamp:

In the event the Proposer cannot execute this form as drafted, the Proposer may substitute a similar Representations and Disclosure certifying to the facts applicable to the Installation of Fixed and Floating Dock System.

Signature

(Print Name and Title)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20_____

(Notary Public)

My Commission Expires _____

**ATTACHMENT F
DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals 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 proposal 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 the proposals shall 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 shall 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 contract 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 contract, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of chapter 893 of the Florida Statutes 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

**ATTACHMENT H
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 the Proposer and the City that are part of the proposal.

Installation of Fixed and Floating Dock System:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____***

*Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP 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.

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 2019.

Personally known _____

(Notary)

OR produced identification _____

Notary Public State of _____

My commission expires: _____

(Type of Identification)

REQUIRED FORMS

In addition to a formal proposal, the forms listed below are to be completed and submit with your response:

Truth in Negotiations Act Certificate:

Conflict of Interest Disclosure Form;

Notification of Public Entity Crimes Law;

Notification of Public Records Law, Chapter 119, Florida Statutes

Drug-Free Work Place; and

Non-Collusion Affidavit

Request for Information

Acknowledgement of Addenda

Insurances Requirements

SBE, Local Businesses, LOI's

SCHEDULE 1

Participation for SBE Proposers

SCHEDULE 2

Letter of Intent to perform as a Small Business Enterprise

SCHEDULE 3

Participation for local Businesses as Proposer's at least 25%

SCHEDULE 4

Letter of Intent to perform as a Local Business

Other:

Florida Department of State Registration including a copy of the 2018 or 2019 Florida Profit Annual Report and a Certificate of Competency issued by the State of Florida

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 PROCUREMENT 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.
ACKNOWLEDGEMENT OF ADDENDA**

SBE, Local Businesses, LOI's

SCHEDULE 1
PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

SCHEDULE 2
LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

SCHEDULE 3
PARTICIPATION FOR LOCAL BUSINESSES AS SUB-CONTRACTOR AT LEAST 25%

SCHEDULE 4
LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

ATTACHMENT L
SCHEDULE 2

BID/RFP NUMBER: _____
LIAISON: _____

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

TO: (NAME OF PRIME BIDDER)

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

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

_____ The undersigned is certified as a SBE.

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):

As the following price: \$ _____
(Amount must match subcontractor's quote)

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

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

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

(NAME OF SMALL BUSINESS ENTERPRISE
CONTRACTOR)

DATE: _____

BY:

ENTERPRISE CONTRACTOR)

(SIGNATURE OF SMALL BUSINESS

ATTACHMENT N
SCHEDULE 4

BID NUMBER: _____
LIAISON: _____

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

TO: _____
(NAME OF PRIME BIDDER)

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

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

_____ The undersigned is a qualified Local Business.

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):

As the following price: \$ _____
(Amount must match subcontractor's quote)

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

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

_____ % of the dollar value of the subcontract will be sublet and/or awarded to local contractors and/or local 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 LOCAL CONTRACTOR)

DATE: _____

BY: _____
(SIGNATURE OF LOCAL CONTRACTOR)



Request for Proposals
City of Riviera Beach Marina Improvements
RFP 968-19-1

Installation of Fixed and Floating Docks – Piers E, F and G

REQUIREMENTS OF THE RESPONDENT

GENERAL

Contractors responding to this Solicitation (also referred to as Respondents) shall pay special attention to this section of the Request for Proposal (RFP) as the information requested will be used to evaluate qualifications, technical capabilities and overall expected ability to perform the work. Respondents to this RFP must adequately address each of the items listed below. Failure to address each of the items may result in the Respondent being considered non-responsive. Note that the Respondent must clearly address each item noting that the City reserves the right to waive any of the minimal requirements contained, herein.

ITEM ONE: COMPANY PROFILE

Legal name, address, telephone number, fax number, e-mail address, web page address, etc. of the Respondent, together with legal entity (corporation, partnership, etc.). Firm must be established as a legal entity in the State of Florida. State whether the firm is local, regional, or national; give a list of owners and/or partners and managers of the firm (include names, addresses and phone numbers); briefly describe your facilities and capabilities; any additional information that your firm wishes to supply. Provide years in business and specifically state the number of years of experience in the installation of floating dock systems including floating wave attenuation systems. The City is seeking a Marine Contractor with a minimum of five (5) years of experience. Respondents not meeting the minimum requirements may be disqualified and not considered for the project.

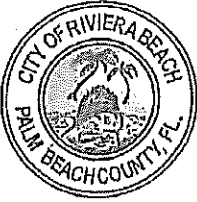
ITEM TWO: QUALIFICATIONS OF FIRM

The Respondent shall demonstrate successful completion of previous projects comparable in design, scope and complexity. Current projects must be at least 50 percent complete to qualify for consideration. The Respondent should specifically demonstrate successful experience in the construction of marinas that include the installation of pre-manufactured floating and fixed dock systems. Representative marina projects must be similar in scope and complexity. Additionally, the Respondent must demonstrate experience and capabilities in driving steel piles up to and including 24" diameter, sixty (60) to seventy (70) feet in length, using barge-mounted equipment within a similar marine environment as the City of Riviera Beach Marina.

A minimum listing of five (5) representative marina projects must be included. Of the five (5) representative projects, the Respondent must demonstrate experience with at least one (1) project that that was successfully constructed within or adjacent to an active public / commercial marina whereas marina wet slip operations and abutting upland commercial activities (restaurant, retail, and charter) were ongoing with little or no shut-down during construction.

List the projects which best illustrate the experience of the firm and current staff which is being assigned to this project. List no more than ten (10) projects and only projects completed using predominately in-house staff and company-owned equipment resources. The Respondent shall, at a minimum provided the following:

- Name and location of the project.
- The nature of the firm's responsibility on this project.
- Project reference contact information including name, address and phone number.
- Date project was completed or is anticipated to be completed.
- Size of project (gross square feet (GSF) of construction, number of slips).
- Cost of project (construction cost).
- Scope of work performed.



Request for Proposals
City of Riviera Beach Marina Improvements
RFP 968-19-1

Installation of Fixed and Floating Docks – Piers E, F and G

The Respondent shall provide a description of all proposed equipment for each major component of work described above. The Respondent shall indicate whether the equipment is company-owned, will be secured via lease / rental or whether the equipment will be provided by subcontractors. For company-owned equipment indicate whether it is currently available and / or committed to other projects, current or future. For leased or rented equipment, provide the name and location of the source along with a letter from the source indicating that the equipment will be available to the Respondent as required to meet the established project schedule. For equipment to be provided by subcontractors, provide a letter from the subcontractor that commits the equipment to the project for the required time frame. All equipment whether company-owned, secured via lease / rental or supplied by subcontractor(s) must comply with the insurance requirements dictated by the City.

ITEM FIVE: PROJECT APPROACH

The Respondent's understanding and technical approach to the project is considered critical to ensure the overall success of the project. The City can consider a proposer non-responsive or non-qualified based upon their understanding of the project and approach towards performing the work. Respondents shall be evaluated based on the level of detail provided in their approach to the project. Respondents should consider the following in response to this item:

- How the Respondent intends to deal with vehicular, pedestrian and vessel traffic including other activities common to the facility.
- Means and methods to mitigate impact of construction on marina customers and commercial operators.
- How the Respondent intends to minimize air and noise pollution and avoid environmental impacts.
- Proposed methodologies insofar as staging of equipment and materials, work over water and land, sequence of construction, hours of operation, transport of equipment, materials and supplies to the site and transport / disposal of demolition debris from the site.
- Means and methods of avoiding impacts to buildings or other structures in proximity to construction, underground utility infrastructure and marina utilities waterward of the existing bulkhead.
- How the Respondent will deal with unforeseen conditions encountered during construction, which are inherently common to retrofit or improvements to older marina facilities.
- How the Respondent will coordinate with the dock manufacturer selected by the City for the supply of fixed and floating dock systems. Specifically, describe how the Respondent will coordinate installation schedule with the Manufacturer's delivery schedule and how delays caused by conflicts in schedule will be handled.
- How the Respondent will interact and communicate with the City and their representatives, commercial operations and the general public.

ITEM SIX: SCHEDULE

The Respondent will be evaluated on their ability to meet the project schedule. The Project is funded, in part, through various grant programs, whereas adherence to schedules is critical. Additionally, components of the project have environmental permits that are approaching expiration and schedules must be developed and adhered to, accordingly. The Respondent must demonstrate they have adequate project management, supervisory staff, personnel and equipment capacity to complete the project within the timeframe established for the project. Respondents intending to subcontract portions of the project, must indicate how they will manage and control the schedules of the subcontractors. Respondents will be required to commit under contract to a schedule including any or all work conducted by subcontractors. Respondents must provide a detailed schedule for all components of the project that adheres to the established project schedule for fixed and floating dock manufacturing. The schedule shall include timeframe for mobilization, demolition and installation of docks. The schedule must comply with the timeframes established and provided, herein. Any deviations from the established schedule must



Request for Proposals
City of Riviera Beach Marina Improvements
RFP 968-19-1

Installation of Fixed and Floating Docks – Piers E, F and G

EVALUATION AND SELECTION PROCESS

The objective of the City is to select a qualified Marine Contractor (Contractor), also referred to herein as Respondent, for the installation of fixed and floating dock systems, wave attenuation system, gangways and other marina components to replace existing facilities at the City of Riviera Beach Marina. The project will also include demolition and disposal of existing marine structures along the south side of the marina basin. The supply of fixed and floating docks, wave attenuator system and gangways are NOT the responsibility of the Contractor as the City has contracted directly with a dock manufacturer (Marinetek, N.A., Manufacturer) through separate bid process. The Contractor will also NOT be responsible for the supply and installation of new utilities (electric/lighting, potable water, sewer and fire) as the selection of a Utility Contractor will be handled via separate bid process. The Contractor shall be responsible for the installation of fixed and floating docks including support pilings in accordance with Manufacturer shop drawings and installation manuals. Plans and specifications prepared by Sea Diversified, Inc., the City Marine Engineer (Engineer), as pertaining to the installation of fixed and floating docks, show the general extent of work and are to be used for project bidding purposes only. Respondents shall note that selection of a Contractor will be based on qualifications and price in accordance with this section of the RFP.

MANDATORY PRE-BID MEETING:

The intent of the mandatory pre-bid meeting is to review the goals and objectives of the City, general aspects of the project, specific components of the project, technical requirements of the Contractor, project schedule, minimal requirements of the Contractor insofar as the RFP process and basis of Contractor selection. The meeting will also allow prospective respondents the opportunity to ask questions, receive clarification, and/or make requests concerning interpretation of the RFP documents. It is the desire of the City that prospective Respondents observe project environmental conditions associated with the project. Additionally, it is desired that prospective Respondents participate, comment and raise questions at the meeting to minimize subsequent post-meeting questions.

SUBMITTAL REQUIREMENTS:

Contractors are required to submit a response to the Requirements of the Respondent as outlined in the previous section along with their cost proposal and all other required forms and documents specified in the RFP. Response packages from each Contractor will be opened publicly on the RFP due date at the time and location specified, herein.

EVALUATION PROCESS:

Contractors will be evaluated based on several factors relating to their qualifications and technical capacity to fulfill the requirements of this project. The evaluation will be conducted by an Evaluation Committee comprised of a minimum of five (5) members, both technical and non-technical, as designated by the City at some point during the RFP process. The Engineer will be available, as necessary, to comment on technical issues and to address questions relating to Contractor's submittals. The Engineer will not participate, by any means, in the actual evaluation, scoring or selection process.

Contractors are urged to pay special attention to the Requirements of the Respondent outlined in the previous section and submit sufficient information for accurate evaluation of qualifications and technical competence. It is noted that the evaluation of the Contractor's qualifications and technical capabilities, as relating to the requirements of the project, may be solely based on the oral presentations (if applicable) and the information



Request for Proposals
City of Riviera Beach Marina Improvements
RFP 968-19-1

Installation of Fixed and Floating Docks – Piers E, F and G

BASE BID PRICE AMOUNT - POINT BASIS:

The Respondent with the lowest base bid amount that is considered responsive and qualified through meeting minimal requirements of the RFP will be given the maximum score of 50 points. Other responsive and qualified Respondents will be given a score based on a relative percentage basis in accordance with the following example:

Example Scoring Scenario:

Low Bid:	(Respondent A):	\$1,500,000	Point Score: 50
Second Low Bid:	(Respondent B):	\$1,750,000	
	Price Difference:	\$250,000 (16.67% higher than Low Bid)	
	Point Score =	Maximum Point Score (50) -- 16.67% of Maximum Point Score (8.33)	= 41.67
Third Low Bid:	(Respondent C):	\$2,150,000	
	Price Difference:	\$650,000 (43.33% higher than Low Bid)	
	Point Score =	Maximum Point Score (50) -- 43.33% of Maximum Point Score (21.67)	= 28.33

Fourth and Higher Bid Amounts: Follow the same scoring procedure.

CITY OF RIVIERA BEACH MARINA IMPROVEMENTS - 2018-2019
EVALUATOR

BIDDER EVALUATION MATRIX
150 POINT MAXIMUM SCORE

RESPONDENT:

Refer to Requirements of the Respondent for details of each Evaluation Item

EVALUATION CRITERIA	MINIMUM CRITERIA	EVALUATION AND SCORING FACTORS	SCORE
EQUIPMENT CAPACITY Respondents understanding of the project components and required equipment to complete the work in the timeframe established for the project. Respondents capacity to provide the necessary equipment.	N/A	Respondent demonstrated the ability to perform major components of work using in-house staff resources. Respondent provided information on the level of experience of key staff members with demonstrated experience in the installation of floating docks of the type proposed for the project.	
Point Score: (Maximum 10)		Respondent provided a list of company-owned equipment to be used for the project with capacity to support major components of work such as pile driving. Overall equipment capacity is minimal and could be impacted by other project commitments.	Point Score: 4 - 7
PROJECT APPROACH Contractor's approach to the project	N/A	Respondent provided a thorough understanding of the project components. Respondent provided a comprehensive approach to project staging and dock manufacturer coordination. Respondent described their sequence of operations and demonstrated a sound approach towards meeting the project schedule.	
Point Score: (Maximum 20)		Respondent provided little to no details of their approach to the project. Specific details of project staging, sequence of operations and dock manufacturer coordination was not provided. Respondent did not demonstrate a great understanding of the project components and importance of effective coordination with the dock manufacturer.	Point Score: 0 - 3
			Point Score: 5 - 10
			Point Score: 11 - 20
			Point Score: 0 - 5

CITY OF RIVIERA BEACH MARINA IMPROVEMENTS - 2018-2019
BIDDER EVALUATION MATRIX

EVALUATOR
150 POINT MAXIMUM SCORE
RESPONDENT:

Refer to Requirements of the Respondent for details of each Evaluation Item

EVALUATION CRITERIA	MINIMUM CRITERIA	EVALUATION AND SCORING FACTORS			SCORE
BONDING AND FINANCIAL CAPACITY Respondent's financial capacity to complete the project. Note that the Respondent must provide a Bid Bond and Performance and Payment Bond for the full cost of construction. Inability to provide a Bid Bond and Performance and Payment Bond will result in disqualification with no further consideration by the City.	N/A	Based on the information provided by Respondent or as otherwise discovered by the Evaluation Committee, the Respondent has the financial capacity to successfully complete the project.	Based on the information provided by Respondent or as otherwise discovered by the Evaluation Committee, the Respondent appears to have the financial capacity to successfully complete the project but there is a history of financial problems on other projects.	Based on the information provided by Respondent or as otherwise discovered by the Evaluation Committee, the Respondent has a record of financial difficulties which could jeopardize their ability to perform on the project.	
Point Score: (Maximum 5)		Point Score: 5	Point Score: 1 - 4	Point Score: 0	

RESPONDENT'S TECHNICAL POINT SCORE (MAXIMUM 100 POINTS):

RESPONDENT'S BASE BID POINT SCORE (MAXIMUM 50 POINTS)**:

RESPONDENT'S TOTAL POINT SCORE (MAXIMUM 150 POINTS):

** Refer to EVALUATION AND SELECTION PROCESS for Base Bid Amount - Point Basis.



Request for Proposals
City of Riviera Beach Marina Improvements
RFP 968-19-1

Installation of Fixed and Floating Docks -- Piers E, F and G

CONTRACTOR QUESTIONS DURING THE BID PROCESS

Any or all questions from prospective respondents must be submitted in writing to the City. Respondents may not contact the Engineer or the City pre-selected dock manufacturer directly to seek clarification on their system design, construction details, and installation requirements or for any other reason. Respondents that contact the City pre-selected manufacturer directly may be grounds for disqualification at the discretion of the City.

SCHEDULE AND MANUFACTURER COORDINATION:

The undersigned agrees to commence work within ten (10) calendar days after the date of the "Notice to Proceed" (NTP) and shall achieve substantial completion without interruption within one hundred eighty (180) calendar days thereafter. The Contractor's timeframe for completion of work will take into consideration the established timeframe for fixed and floating dock manufacturing. The Contractor shall install floating docks in accordance with the Manufacturer's schedule and it shall be the Contractor's responsibility to coordinate with the Manufacturer insofar as product delivery dates and develop their schedule for installation, accordingly. The tentative schedule for dock manufacturing is attached and made part of this RFP.

It shall be the Contractor's responsibility to coordinate the installation schedule with the Manufacturer's delivery schedule at all times during construction. It is also the Contractor's responsibility to coordinate with the manufacturer regarding onsite location of delivery, offloading, handling and storage of floating dock, gangway and other products. The Contractor must be staged and ready to accept floating dock, gangway and other products immediately upon delivery to the site. The Contractor is required to provide supervision, personnel, and land-based and/or barge-mounted equipment for offloading all products delivered to the site. The Contractor's bid must include the cost of manufacturer coordination, as well as the cost of offloading products delivered to the site. The City will NOT be responsible for any delays caused by the Manufacturer's delivery schedule as pertaining to the Contractor's installation schedule. Equally, the City will NOT be responsible for any delays caused by the Contractor that impacts the Manufacturer's fabrication, and delivery schedule.

The Respondent shall make note that Liquidated Damages may be imposed for failure to meet the established schedule. Provisions regarding liquidated damages, including under what circumstances and for what cost they may be imposed, will be addressed in the final contract between the Contractor and the City. The Respondent shall be evaluated based on their ability to meet this established schedule noting that the City reserves the right to disqualify the Respondent should they not be able to commit to the established schedule. Ability and commitment to complete the project in accordance with the established schedule, subject to no interruptions or delays caused by the City, manufacturers or other parties involved in the project, is essential.

The City, at their discretion, may contract with the Contractor for all or a portion of the project based on costs versus available funding at the time of award of contract. Respondent's cost proposal, including unit pricing, shall be valid should the City modify the project components and/or sequence of manufacturing developed by the Manufacturer. In the event the City elects to defer components of the project to a subsequent phase of work, the City at their sole discretion, reserves the right to negotiate with the Respondent contracted for the first phase of work based on the unit pricing of the initial contract.

PAYMENT TERMS:

Payment terms shall be established by the City and specified in the final contract documents. It is noted that the Contractor, in coordination with the City, will be required to develop a Billing System and Schedule that corresponds with the project funding sources, which includes a combination of public funds and grant funds. Payment, less retainage, will be issued only after inspection and certification of work completed. The City reserves the right to hold the full amount of retainage, or negotiated portion thereof, until after the fixed and

BID SCHEDULE

CITY OF RIVIERA BEACH

REQUEST FOR PROPOSAL NO. 868-19-1

CITY OF RIVIERA BEACH MARINA - INSTALLATION OF FIXED AND FLOATING DOCKS - PIERS E, F and G

21-Dec-18

PAGE 1

RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Pier F - Fixed and Floating Dock Systems					
1	14' wide floating concrete wave attenuator - Install only - (all hardware to be provided by the Manufacturer)	4,550.0	SF		
2	14' wide fixed aluminum pier with triangular transition (overlay of existing pier) - Install aluminum channel supports, set and install frames. (all hardware to be provided by the Manufacturer)	2,450.0	SF		
3	8'-6" Wide Fixed Aluminum Pier (overlay of existing pier) - Install aluminum channel supports, set and install frames. (all hardware to be provided by the Manufacturer)	1,479.0	SF		
4	Aluminum finger pier (6'x46') - Floating with integrated ramp system - Install only. (all hardware to be supplied by Manufacturer)	1.0	EA		
5	14' Wide Fixed Aluminum Gangway Access Pier - Install aluminum channel supports, set and install frames. (all hardware to be provided by the Manufacturer)	644.0	SF		
6	6' x 40' aluminum gangway - Install only - (all hardware to be provided by the Manufacturer)	1.0	EA		
7	14" x 45' concrete piles for 14' wide main dock and access pier - Furnish and Install	21.0	EA		
8	20" x 60' steel piles for articulating piers - Furnish	2.0	EA		
9	20" x 60' steel piles for articulating piers - Install	2.0	EA		
10	20" Diameter Fiberglass Pile Caps	2.0	EA		
11	24" x 65' concrete floating dock steel support piles and fender piles - Furnish	29.0	EA		
12	24" x 65' concrete floating dock steel support piles and fender piles - Install	29.0	EA		
13	24" Diameter Fiberglass Pile Caps	29.0	EA		
14	12"x45' PT Timber Mooring / Fender Piles - Furnish and Install - includes (2) rope cleats each and pile wrap	6.0	EA		
15	Privacy wall - Construct 12"x18" poured-in-place concrete foundation and install Manufacturer supplied 78" high aluminum / hardwood privacy wall. Wall including hardware to be supplied by the Manufacturer.	172.0	LF		
16	Aluminum guardrail / fence - Install Manufacturer supplied aluminum railing / fence (all hardware to be provided by the Manufacturer)	174.0	LF		
17	Cleats - 20-Ton Bollard - Install Only	4.0	EA		
18	Cleats - 10-Ton Bollard - Install Only	18.0	EA		
19	Cleats - 15" (5-Ton Mln.) - Install Only	8.0	EA		
20	5-Step Aluminum Ladders - Install Only	6.0	EA		
Total Pier F - Fixed and Floating Dock Systems					

BID SCHEDULE

CITY OF RIVIERA BEACH

REQUEST FOR PROPOSAL NO. 968-19-1

CITY OF RIVIERA BEACH MARINA - INSTALLATION OF FIXED AND FLOATING DOCKS - PIERS E, F and G

21-Dec-18

PAGE 3

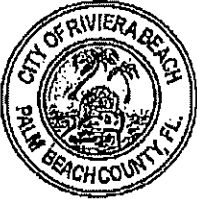
RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Other					
44	Mobilization / Demobilization	1.0	LS		
45	Demolition of existing structures	1.0	LS		
46	Survey control, layout and final asbuilts	1.0	LS		
47	Environmental control measures	1.0	LS		
48	Insurance, bonding, license fees and other miscellaneous items not otherwise included in this schedule.	1.0	LS		
Total Other - Base Bid					

Base Bid Summary		Base Bid
	Pier F	
	Pier E	
	Pier G	
	Other	
Total Base Bid:		

Total Base Bid in Writing:

Bid schedule has been prepared to include major components of work. It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly. All square foot numbers pertaining to floating docks are approximate.



Request for Proposals
City of Riviera Beach Marina Improvements
RFP 968-19-1

Installation of Fixed and Floating Docks – Piers E, F and G

It is noted that the CONTRACTOR will be required to coordinate and cooperate with the MANUFACTURER, CITY personnel and consultants pertaining to all components of the project including but not limited to product manufacturing delivery schedules and project inspections. Additionally, the CONTRACTOR must note and understand that the project will be conducted while existing commercial / restaurant activities, vessel charter, vessel/PWC rental and other marina activities are ongoing and such activities must be maintained with little or no disruption.

3. The extent of this project and requirements of the CONTRACTOR will NOT include the following:
 - a. Supply of the fixed and floating dock systems, gangways and wave attenuation systems including cleats, ladders and installation hardware.
 - b. Supply and installation of new marina utilities (electric/ lighting, potable water and sewer) and fire protection systems.
 - c. State or federal permits.

Note: The CITY reserves the right to purchase direct steel and timber piles and supply these items to the CONTRACTOR for installation. Should the CITY choose this option, piles will be delivered to the site at the cost of the CITY and the CONTRACTOR will be responsible for offloading trucks, handling and storage, as required.

ARTICLE 2 - QUALIFICATIONS OF THE CONTRACTOR

(Refer to Requirements of the Respondent included in the RFP Document for additional information)

- The CONTRACTOR shall have a minimum of five (5) years of demonstrated experience marine construction specific expertise in the installation of pre-manufactured fixed and floating dock systems. Demonstrated experience must include projects that are equivalent in size, type and complexity and such projects must be located in a similar marine environment as the City of Riviera Beach Marina. Additionally, the CONTRACTOR must demonstrate experience and capabilities in driving steel piles up to and including 24" diameter, sixty (60) to seventy (70) feet in length.
- The CONTRACTOR must demonstrate the ability insofar as equipment capabilities and personnel experience to perform the work specified, herein. Specifically, the CONTRACTOR must demonstrate the ability to handle the type of dock systems provided by the MANUFACTURER including the type, size and length of steel support piles.

ARTICLE 3 - GENERAL NOTES

1. All elevations are in feet and referenced to the North American Vertical datum of 1988 (NAVD 88) or Mean Low Water (MLW), as specifically noted on the plans.
2. Any deviation from these plans, notes or specifications must be approved in writing by the CITY, CITY's representative or the ENGINEER, or else the deviation will be considered construction not in compliance with the plans and specifications.
3. Any discrepancies among the plans, notes, specifications and other bid documents must be resolved in writing by the CITY, CITY's representative or ENGINEER prior to continuing the work in question.



Request for Proposals
City of Riviera Beach Marina Improvements
RFP 968-19-1

Installation of Fixed and Floating Docks – Piers E, F and G

3. Temporary debris piles shall be limited in number as much as practical and contained in designated areas until removal. Debris and trash shall not be scattered in areas outside the limited designated areas at any time.
4. Removal of debris/trash shall be scheduled as appropriate to not allow piles to reach five feet in height or greater than ten feet in diameter. Debris individually larger than these dimensions shall be removed from the site within five working days. Receptacles shall not be allowed to overflow at any time.
5. The CONTRACTOR shall prepare and submit a Maintenance of Traffic Plan that applies to vessels, vehicles and pedestrians. The plan must be in writing, including sketches or drawings, and must be submitted to the ENGINEER for review and approval before commencement of the plan.
6. The CONTRACTOR shall note that this project consists of work at a public marina that will continue to operate and be open to the public to some extent during construction. The safety of pedestrians, slip tenants, patrons of the restaurant and CITY employees is of primary concern and must be addressed by the CONTRACTOR. The CONTRACTOR shall prepare a safety plan for approval by the CITY.
7. The CONTRACTOR shall follow all applicable local, state and federal codes regarding site safety and maintenance.

ARTICLE 6 - ENVIRONMENTAL

1. A Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers Permit (USACE) exert jurisdiction over the construction of the project. Specific Conditions of the permits shall be obtained from the ENGINEER or the CITY and reviewed prior to construction.
2. The CONTRACTOR shall be responsible for complying with applicable restricting permit conditions imposed by the CITY, the state or federal government.
3. The CONTRACTOR shall pay particular attention to the standard state conditions for manatee protection during construction and shall comply with them fully.

ARTICLE 7 - GEOTECHNICAL

1. A geotechnical study was conducted by Dunkelberger Engineering & Testing, Inc. (DET) on February 28, 2011, noting that the study was not performed specific to this project. The sub-surface investigation included three (3) Standard Penetration Test (SPT) borings at accessible locations along the landward side of the existing bulkhead. The report is available and will be provided to the Contractor upon request. Additionally, Contractor's shall note that pile driving logs from previous phases of work are available upon request.
2. Should the Contractor encounter sub-surface soil conditions that differ from that described in the Geotechnical Report prepared by DET or from the results of the field test programs, the Contractor shall cease operations and promptly notify the Engineer.
3. The CONTRACTOR in coordination with the MANUFACTURER will be responsible for a test pile program to verify sub-surface soil characteristics related to pile driving characteristics. Details of the Test Pile



Request for Proposals
City of Riviera Beach Marina Improvements
RFP 968-19-1

Installation of Fixed and Floating Docks – Piers E, F and G

2. Demolition shall include the removal of fixed and floating concrete docks, pile caps, piles, finger piers, timber piles, utilities and all above deck items. The CITY, at their discretion, may elect to retain certain components of the existing marina for their own disposal, as deemed appropriate. All demolition debris shall be considered the property of the CITY and shall not be removed offsite or disposed of until specifically directed by the CITY. This includes, but is not limited to, such items floating dock structures, gangways, electrical components (pedestal, conduit and all wiring), plumbing components, sewer system components, fire system components, cleats, ladders, concrete piles, timber pilings and all other marina related items. Aluminum gangways must be carefully removed and stored at a location designated by the CITY. Should a CONTRACTOR damage existing gangways, the CITY will hold the CONTRACTOR responsible for replacing the gangway at no cost to the CITY.
3. The schedule and sequence of demolition shall occur in compliance with the schedule and sequence of new dock installation. CONTRACTOR to bid accordingly.
4. Demolition of existing structures will include the removal of existing concrete and timber piles. All existing piles are to be removed in their entirety and may not be cut or broken unless directed by the CITY or ENGINEER. Any broken piles, whether above or below grade must be marked and reported to the CITY or ENGINEER. The CONTRACTOR shall be responsible for the removal of any or all pile remnants resulting from the demolition activities as directed by the CITY.
5. The ENGINEER will conduct an underwater inspection of the areas within and adjacent to demolition to ensure such areas are clean and free of remnant debris. The CONTRACTOR shall be responsible for the removal and proper disposal of all demolition debris including but not limited to concrete remnants, utility conduit, ancillary equipment and other existing pier components.
6. The CONTRACTOR shall conduct all demolition activities in strict compliance with State and Federal Permits.
7. The site shall be restored by removing and finishing all evidence of construction including temporary haul roads, stockpile areas, vegetation and landscape, and areas regarded for construction.

**ARTICLE 12 – FIXED AND FLOATING DOCK SYSTEMS INCLUDING WAVE
ATTENUATOR**

1. The extent of the fixed and floating dock systems is shown on the Plans. Fixed and floating dock systems shall include pre-manufactured systems with integral floatation (as applicable), framing, decking, pile guides (as applicable), utility troughs, cleats, fendering and installation hardware.
2. Fixed and Floating Docks - General: The fixed and floating docks consist of both concrete and aluminum frame systems. The fixed and floating docks shall be designed, fabricated and supplied by the MANUFACTURER under separate contract with the CITY.
3. Delivery: The MANUFACTURER shall be responsible for delivery of the fixed and floating dock structures. Fixed and floating docks shall be delivered as pre-assembled modules to facilitate offsite or onsite unloading and installation. The MANUFACTURER shall take all precautions to ensure that the fixed and floating dock structures are not damaged during transport to the project site. The CITY and/or CITY's representative will



Request for Proposals
City of Riviera Beach Marina Improvements
RFP 968-19-1

Installation of Fixed and Floating Docks – Piers E, F and G

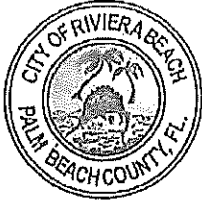
CONTRACTOR must request from the MANUFACTURER final certified shop drawings, installation manuals and other technical information, as necessary. The CONTRACTOR, in coordination with the MANUFACTURER, must prepare and submit a schedule for the installation of the floating docks to the CITY for approval. It shall be the CONTRACTOR's responsibility to coordinate the installation schedule with the MANUFACTURER's delivery schedule at all times during construction. The CITY will NOT be responsible for any delays caused by the MANUFACTURER's delivery schedule as pertaining to the CONTRACTOR'S installation schedule. Equally, the CITY will NOT be responsible for any delays caused by the CONTRACTOR that impacts the MANUFACTURER's fabrication, and delivery schedule. The MANUFACTURER will provide onsite representation during the floating dock installation to assist, as necessary.

ARTICLE 13 - ALUMINUM GANGWAYS

1. The size, geometry and location of fixed aluminum gangways is as depicted on the plans.
2. Aluminum Gangways - General: The aluminum gangways shall consist of an aluminum frame system with composite or hardwood decking and integral railing. The aluminum gangways shall be designed, fabricated and supplied by the MANUFACTURER.
3. Delivery: The MANUFACTURER shall be responsible for delivery of the aluminum gangways. Gangways shall be delivered as pre-assembled structures ready for installation by the CONTRACTOR. The MANUFACTURER shall take all precautions to ensure that the gangways are not damaged during transport to the project site or designated offsite staging area. The CITY and/or CITY's representative will inspect the condition of the gangway structures upon arrival to the site. Damaged units shall be rejected and removed from the site at the expense of the MANUFACTURER. Gangways shall be delivered with an Installation Manual including all necessary hardware for the assembly and installation of the system. The installation manual shall include all instructions, drawings and part sheets necessary for the assembly and installation of the system.
4. Offloading, Deployment and Installation: Aluminum gangways shall be offloaded and stored at a secure upland location. The CONTRACTOR will be responsible for the offloading and installation of the gangways in accordance with MANUFACTURER supplied shop drawings, Installation Manuals and other technical information, as applicable.

ARTICLE 14 – CONCRETE PILES AND PILE DRIVING

1. All piles shall be 12" or 14" square prestressed concrete, minimum 6,000 psi, eight (8) prestressed strands, #5 spirals and three inches of clear concrete cover to the outside of the spirals in all sides meeting or exceeding FDOT standards for concrete piles to be driven in salt water conditions. The exposed side of the pile in forming shall be finished smooth and corners shall have 3/4" chamfer, or be rounded in the case of the typical FDOT piling. Final design and shop drawings shall be the responsibility of the CONTRACTOR, both of which must be reviewed by the ENGINEER. FDOT specification, with modifications or criteria above, is acceptable.
2. Piles shall be final designed and driven to meet the load rating necessary for each and the minimum penetration dictated by the MANUFACTURER. Piles shall be driven full length, or to a tip elevation where



Request for Proposals
City of Riviera Beach Marina Improvements
RFP 968-19-1

Installation of Fixed and Floating Docks – Piers E, F and G

3. Payment for supply of piling shall be made on the basis of Unit Price for each type of piling supplied, which shall include cost of furnishing and delivering the piling to the site. Unit prices shall include the cost of material, labor, tools, equipment and other necessary and incidental costs of handling, loading and hauling the piling.
4. Steel piling shall be shop coated with two coats of TARGUARD (by Sherwin Williams) high build, polyamide coal tar epoxy, or equivalent. Apply a minimum of two (2) coats with each coat having a minimum dry thickness of 8 mils. Surface preparation and application shall be in accordance with manufacturer's specifications. Color shall match existing steel piles at the City of Riviera Beach Marina. Coating shall cover the top 35 feet of the pile, exterior surface only. Prepare surface as per SSPC-10. Coating of piles shall be sufficiently dried prior to shipping. Piles shall be delivered to the site, pre-coated and ready for installation. CONTRACTOR shall field touch up all damaged surfaces following manufacturer's instructions. Pile Supplier shall provide specification for coating to ENGINEER for approval.
5. Piles shall be final designed and driven to meet the load rating necessary for each and the minimum penetration dictated by the MANUFACTURER. Piles shall be driven full length, or to a tip elevation where specified. It shall be the CONTRACTOR's responsibility to verify and guarantee that the specified pile bearing or lateral capacity is met. The CONTRACTOR's verification may be one of the following:
 - providing an equation, chart or table from the pile-driving hammer manufacturer relating bearing capacity to that particular hammer's "blows per foot".
 - performing a test pile program to the satisfaction of the ENGINEER
 - providing a certified, engineered foundation design based on actual soil borings for the site.
3. The pile driving equipment shall be of the proper size and have the capacity to handle, place and hold the piles to the alignment shown on the Drawings. The equipment shall be maintained in a safe operating condition. Prior to signing of the construction contract, the CONTRACTOR being considered shall have all major equipment items available for inspection. Any deficiencies in quality, quantity or type of equipment shall be corrected prior to commencing work and such correction shall be a required condition to properly fulfill the contract. This inspection and subsequent approval shall in no way relieve the CONTRACTOR from his obligation to provide all equipment required to properly perform the work.
4. The CONTRACTOR will be required to maintain a pile driving log to document the pile driving characteristics of all piles. Pile driving logs must be conducted by an independent engineering firm or geotechnical testing facility retained and paid for by the CONTRACTOR. The CONTRACTOR's bid shall include the cost of independent monitoring and preparation of field logs / reports pertaining to the installation of piles. Field logs and pile driving reports must be submitted to the CITY and/or ENGINEER on a daily basis or immediately following the installation of piles unless otherwise directed by the CITY. The pile driving logs shall include the following minimum information: date, time, weather conditions, equipment used, pile location designation, total length of pile, embedment length, un-cut top of pile, length of amount cut off, final elevation of top of pile (after driving and cut-off), amount of jetting or punching (if required), unusual pile behavior, damage and re-driving.
5. The CITY shall provide and be responsible for the costs of an independent engineering firm or geotechnical testing facility to monitor and prepare field logs / reports pertaining to the installation of the piles. The CONTRACTOR shall be responsible for coordinating with the firm retained by the CITY to monitor pile driving activities pertaining to schedule. In advance of pile driving operations, the CONTRACTOR in coordination with the CITY shall establish an estimated time frame including total number of hours projected



Request for Proposals
City of Riviera Beach Marina Improvements
RFP 968-19-1

Installation of Fixed and Floating Docks – Piers E, F and G

4. The CONTRACTOR will be responsible for the direct purchase and delivery of all timber mooring piles unless the CITY elects to furnish the timber piles directly. The CONTRACTOR will be requested to provide an install price for the timber piles with a separate bid for the supply the timber piles.

ARTICLE 18 – PILE CAPS

1. Pile Caps: All steel piles shall have fiberglass pile caps to match existing piles caps at the Riviera Beach Marina. CONTRACTOR shall provide product information including name of supplier for approval by the ENGINEER.

ARTICLE 19 - CLEATS AND LADDERS

1. Cleats and ladders shall be installed by the CONTRACTOR in accordance with the MANUFACTURER supplied final shop drawings and installation manual. Estimated number of cleats and ladders shall be provided in the Bid Schedule.

ARTICLE 20 – DOCK FENDERING

1. All floating docks will be delivered by the MANUFACTURER with fendering system installed as part of fabrication process. The CONTRACTOR will not be responsible for furnishing or installing dock fendering systems.

WATER, FIRE, SEWER AND ELECTRICAL

ARTICLE 21 – POTABLE WATER SYSTEM – NOT APPLICABLE

ARTICLE 22– FIRE PROTECTION - NOT APPLICABLE

ARTICLE 23– SEWAGE PUMPOUT SYSTEM – NOT APPLICABLE

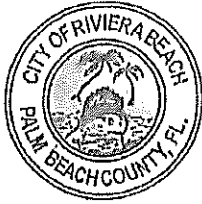
ARTICLE 24 – ELECTRICAL SYSTEM – NOT APPLICABLE

ARTICLE 25 – WARRANTY

1. All products furnished by the CONTRACTOR shall be accompanied by industry acceptable warranties or guarantees.

ARTICLE 26 - FINAL INSPECTION AND PROJECT CERTIFICATION

1. The CONTRACTOR shall be required to coordinate final inspections for project certification by the ENGINEERS and/or other licensed engineers involved in the project. The CONTRACTOR shall anticipate coordinating inspections at time of substantial completion along with subsequent final inspections on a different date, after the CONTRACTOR has completed a final "Punchlist" of items, as necessary. The CONTRACTOR shall also anticipate inspections and certifications of individual pier sections as deemed



Request for Proposals
City of Riviera Beach Marina Improvements
RFP 968-19-1

Installation of Fixed and Floating Docks – Piers E, F and G

ATTACHMENTS:

Copies of State and Federal Permits
Geotechnical Study -- Dunkelberger Engineering and Testing, Inc.
Project Plans

The Vance Construction Co.
225 Southern Blvd, Suite 201, West Palm Beach FL 33405

Tab #4

Cost Fee Proposal

Bid Schedule

Schedule of Methodology



RFP 968-19-1

Installation of Fixed and Floating Docks - Piers E, F and G

COST FEE PROPOSAL

CITY OF RIVIERA BEACH MARINA - PIERS E, F and G

The City of Riviera Beach Purchasing Department is soliciting Cost Proposals from qualified Marine Contractors for demolition of existing structures, installation of fixed and floating dock structures, wave attenuation system, gangways and other project components pertaining to the further improvements at the City of Riviera Beach Marina. The dock products including all installation hardware shall be designed, manufactured and delivered to the City by a pre-selected dock manufacturer (Marinotek, N.A., Manufacturer). The dock products will be purchased directly by the City and will not be a requirement of the Contractor. The Contractor shall conduct work in accordance to the plans and specifications prepared by Sea Diversified, Inc. of Delray Beach, Florida with installation of fixed and floating docks in strict accordance with Manufacturer supplied shop drawings, Installation Manuals and other technical information. The Contractor selected via this RFP process will not be responsible for the supply and installation of new utilities (electric lighting, potable water, sewer and fire) as a utility contractor will be selected by the City via separate RFP process. It is the City's intent to commence with the utility work after the Contractor has completed the installation of the docks including support piles and all other dock components provided by the Manufacturer. It is noted that the City may have the utility contractor commence with certain components of work such as extending services to the new areas of work, however it is the intent for the Contractor to work totally independent of the utility contractor and the Contractor shall base their bid accordingly.

COST FEE PROPOSAL:

The Contractor shall provide a fully detailed line item cost proposal using the Bid Schedule provided herein. All line item costs shall include materials, where applicable, supervision, labor, equipment, subcontracted labor, permits, taxes and general overhead profit, as applicable. All Proposals are to be inclusive lump sum proposals. The Contractor is to provide pricing based on the plan and specifications provided. Any proposed alternatives to the base proposal shall be listed appropriately, based on the Bid Schedule and shall not be included in the base proposal. The City reserves the right, at the sole discretion, to accept, reject or request clarification or revision of any cost proposal submitted.

The undersigned hereby represents that he has carefully examined the drawings and the Contract including all Contract Documents and will execute the Contract and perform all its terms, covenants and conditions, all in exact compliance with the requirements of the specifications and drawings. In addition, the Respondent, by and through the submission of his Proposal, agrees that they have examined and shall be held responsible for having theretofore examined themselves as to the character of the route, location, site conditions and all other physical characteristics of the work in order that they may thereby provide for the satisfactory completion of the project.

COMPANY NAME: The Vance Construction Co

BASE BID AMOUNT: \$ _____

(Amount written in words has precedence)

RFP 968-19-1

BID SCHEDULE

CITY OF RIVIERA BEACH

REQUEST FOR PROPOSAL NO. 968-19-1

CITY OF RIVIERA BEACH MARINA - INSTALLATION OF FIXED AND FLOATING DOCKS - PIERS E, F and G

21-Dec-18

PAGE 1

The Vance Construction Co

RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Pier F - Fixed and Floating Dock Systems					
1	14' wide floating concrete wave attenuator - Install only - (all hardware to be provided by the Manufacturer)	4,550.0	SF	29.10	132,405.00
2	14' wide fixed aluminum pier with triangular transition (overlay of existing pier) - Install aluminum channel supports, set and install frames. (all hardware to be provided by the Manufacturer)	2,450.0	SF	4.90	12,005.00
3	8'-6" Wide Fixed Aluminum Pier (overlay of existing pier) - install aluminum channel supports, set and install frames. (all hardware to be provided by the Manufacturer)	1,479.0	SF	4.90	7,247.10
4	Aluminum finger pier (6'x45')- Floating with integrated ramp system - Install only. (all hardware to be supplied by Manufacturer)	1.0	EA	2400.00	2,400.00
5	14' Wide Fixed Aluminum Gangway Access Pier - Install aluminum channel supports, set and install frames. (all hardware to be provided by the Manufacturer)	644.0	SF	5.28	3,400.00
6	6' x 40' aluminum gangway - Install only - (all hardware to be provided by the Manufacturer)	1.0	EA	2,400.00	2,400.00
7	14" x 45' concrete piles for 14' wide main dock and access pier - Furnish and Install	21.0	EA	3,700.00	77,700.00
8	20" x 60' steel piles for articulating piers - Furnish	2.0	EA	5,830.20	11,600.40
9	20" x 60' steel piles for articulating piers - Install	2.0	EA	2,700.00	5,400.00
10	20" Diameter Fiberglass Pile Caps	2.0	EA	275.00	550.00
11	24" x 65' concrete floating dock steel support piles and fender piles - Furnish	29.0	EA	8,259.55	239,526.95
12	24" x 65' concrete floating dock steel support piles and fender piles - Install	29.0	EA	2,900.00	84,100.00
13	24" Diameter Fiberglass Pile Caps	29.0	EA	275.00	7,975.00
14	12"x45' PT Timber Mooring / Fender Piles - Furnish and Install - Includes (2) rope cleats each and pile wrap	6.0	EA	1,333.34	8,000.04
15	Privacy wall - Construct 12"x18" poured-in-place concrete foundation and install Manufacturer supplied 78" high aluminum / hardwood privacy wall. Wall including hardware to be supplied by the Manufacturer.	172.0	LF	36.11	6,210.92
16	Aluminum guardrail / fence - Install Manufacturer supplied aluminum railing / fence (all hardware to be provided by the Manufacturer)	174.0	LF	71.84	12,500.16
17	Cleats - 20-Ton Bollard - Install Only	4.0	EA	400.00	1,600.00
18	Cleats - 10-Ton Bollard - Install Only	18.0	EA	300.00	5,400.00
19	Cleats - 15" (5-Ton Min.) - Install Only	8.0	EA	200.00	1,600.00
20	5-Step Aluminum Ladders - Install Only	6.0	EA	100.00	600.00
Total Pier F - Fixed and Floating Dock Systems					622,680.85

PR-5 18059

BID SCHEDULE

The Vance Construction Co

CITY OF RIVIERA BEACH

RESPONDENT

REQUEST FOR PROPOSAL NO. 968-19-1

CITY OF RIVIERA BEACH MARINA - INSTALLATION OF FIXED AND FLOATING DOCKS - PIERS E, F and G

21-Dec-18

PAGE 2

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Pier E - Fixed and Floating Dock Systems					
21	8' wide main Docks - install aluminum channel cross members. Set in place and secure pre-decked aluminum frame docks. (all hardware to be supplied by Manufacturer)	1,472.0	SF	22.01	32,398.72
22	Aluminum finger Pier (6'x56')- Floating with integrated ramp system - Install only. (all hardware to be supplied by Manufacturer)	2.0	EA	6,400.00	12,800.00
23	Aluminum finger pier (8'x76')- Floating with integrated ramp system - Install only. (all hardware to be supplied by Manufacturer)	1.0	EA	12,800.00	12,800.00
24	14" x 45' concrete piles for 8' wide main dock - Furnish and Install	20.0	EA	3,700.00	74,000.00
25	20" x 60' steel piles for articulating piers - Furnish	7.0	EA	4,081.00	28,567.00
26	20" x 60' steel piles for articulating piers - Install	7.0	EA	2,700.00	18,900.00
27	20" diameter fiberglass pile caps	7.0	EA	275.00	1,925.00
28	12"x45' PT timber mooring / fender Piles - Furnish and install - includes (2) rope cleats each and pile wrap	11.0	EA	1,364.00	15,004.00
29	Cleats - 15" (5-ton min.) - Install only	22.0	EA	125.00	2,750.00
30	5-Step aluminum ladders - install only	3.0	EA	100.00	300.00
Total Pier E - Fixed and Floating Dock Systems					199,444.72

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Pier G - Floating Dock System					
31	14' wide floating concrete wave attenuator - Install only - (all hardware to be provided by the Manufacturer)	4,830.0	SF	29.10	140,553.00
32	12' wide floating concrete wave attenuator - Install only - (all hardware to be provided by the Manufacturer)	400.0	SF	29.10	13,968.00
33	5'-6" wide floating concrete finger piers - Install only - (all hardware to be provided by the Manufacturer)	6.0	EA	3,600.00	21,600.00
34	20" x 60' steel piles for articulating piers - Furnish	5.0	EA	4,080.00	20,300.00
35	20" x 60' steel piles for articulating piers - Install	5.0	EA	2,700.00	13,500.00
36	20" diameter fiberglass pile caps	5.0	EA	275.00	1,375.00
37	24" x 65' concrete floating dock steel support piles and fender piles - Furnish	19.0	EA	5,781.67	109,851.70
38	24" x 65' concrete floating dock steel support piles and fender piles - Install	19.0	EA	2,900.00	55,100.00
39	24" diameter fiberglass pile caps	19.0	EA	275.00	5,225.00
40	Cleats - 20-ton bollard - Install only	4.0	EA	400.00	1,600.00
41	Cleats - 10-ton bollard - Install only	6.0	EA	300.00	1,800.00
42	Cleats - 15" (5-ton) - Install only	57.0	EA	200.00	11,400.00
43	5-step aluminum ladders - Install only	6.0	EA	100	600.00
Total Pier G - Floating Dock System					396,672.70

1.70
1805F
PRJ

BID SCHEDULE

CITY OF RIVIERA BEACH

REQUEST FOR PROPOSAL NO. 968-18-1

CITY OF RIVIERA BEACH MARINA - INSTALLATION OF FIXED AND FLOATING DOCKS - PIERS E, F and G

21-Dec-18

PAGE 3

The Vance Construction Co

RESPONDENT

NO	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL LINE ITEM BID AMOUNT
Other					
44	Mobilization / Demobilization	1.0	LS		78,175.14
45	Demolition of existing structures	1.0	LS		30,000.00
46	Survey control, layout and final asbuilts	1.0	LS		25,000.00
47	Environmental control measures	1.0	LS		5,000.00
48	Insurance, bonding, license fees and other miscellaneous items not otherwise included in this schedule.	1.0	LS		48,000.00
Total Other - Base Bid					186,175.14

Base Bid Summary		Base Bid
	Pier F	622,680.85
	Pier E	199,444.72
	Pier G	396,672.70
	Other	186,175.14
Total Base Bid:		1,404,973.42

Total Base Bid in Writing: *one million four hundred four thousand, nine hundred seventy three dollars USD and forty two cents.*

Bid schedule has been prepared to include major components of work. It shall be the Respondent's responsibility to review plans and specifications and to bid accordingly. All square foot numbers pertaining to floating docks are approximate.

*3 PD PO
1,404,973.42
- 2 PD*