

**THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT  
CONTINUING PROFESSIONAL CONSULTING ENGINEERING SERVICES**

This Continuing Contract is made as of this 16<sup>TH</sup> day of JULY, 2018, by and between the City of Riviera Beach Utility Special District, Florida, hereinafter referred to as the DISTRICT, and HOLTZ CONSULTING ENGINEERS, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 01-0860983.

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

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

In consideration of the mutual promises contained herein, the DISTRICT and the CONSULTANT agree as follows.

**WITNESSETH:**

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

**ARTICLE 1 - SERVICES**

The CONSULTANT's responsibility under this Contract is to provide professional Engineering services as set forth more fully in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof. RFQ 947-18 Utility Special District Continuing Engineering Services.

The DISTRICT's representative/liaison during the performance of this Contract shall be Assistant Executive Director Leighton Walker, who may be contacted by phone or email at 561-845-4185 or lcwalker@rivierabch.com.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on July 16, 2018, and complete all services by July 15, 2021.

At the option of the DISTRICT, the Contract may be renewed for one (1) additional twenty-four (24) month period.

The option for renewal will be exercised only upon written agreement and with original terms, conditions and unit prices adhered to with no deviation. Any renewal will be subject to appropriation of funds by the UTILITY SPECIAL DISTRICT BOARD. The City Manager is authorized to enter into renewal agreements on behalf of the DISTRICT.

### ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The DISTRICT agrees to compensate the CONSULTANT HOLTZ CONSULTING ENGINEERS as agreed upon in Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. Payment shall be made based on deliverables. The DISTRICT shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the DISTRICT in accordance with the scope of work contained in **Exhibit "A,"** without specific, prior approval of the DISTRICT's representative.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the DISTRICT's representative, indicating that services have been rendered in conformity with the Contract. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the DISTRICT representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract as Exhibit "A". If eligible for reimbursement, the Finance Department requires that long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the DISTRICT. This certifies that all services have been properly performed and all charges and costs have been invoiced to the DISTRICT. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the DISTRICT shall have no obligations for any other costs or expenses thereafter.
- E. Payments to the CONSULTANT shall be sent to:

HOLTZ CONSULTING ENGINEERS  
270 SOUTH CENTRAL BLVD., SUITE 207  
JUPITER, FL 33458

#### **ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE**

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

The said rates and costs shall be adjusted to exclude any significant sums should the DISTRICT determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The DISTRICT shall exercise its right under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

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

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

#### **ARTICLE 6 - PERSONNEL**

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

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

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULANT is consulting with the DISTRICT.

The CONSULTANT agrees that it is fully responsible to the DISTRICT for the negligent acts and omissions of subcontractors, subconsultants, and of persons either directly or indirectly employed by the CONSULTANT (hereinafter "subcontractor" or "subcontractors"). Nothing contained herein shall create any contractual relationship between any subcontractor and the DISTRICT.

All of the CONSULTANT's personnel and all of the CONSULTANT's subcontractors will comply with all DISTRICT requirements governing conduct, safety, and security while on or utilizing DISTRICT premises/property.

### **ARTICLE 7 - SUBCONTRACTING**

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

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

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

The CONSULTANT shall be responsible for the performance of all subcontractors.

### **ARTICLE 8 – SBE PARTICIPATION**

The City's Procurement Ordinance has a Small Business Enterprises (SBE) participation component which may apply to this Contract. If it is determined by DISTRICT staff that it applies, the CONSULTANT agrees to abide by the provisions of the SBE section of the procurement code. The CONSULTANT further agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the DISTRICT to inspect such records and provide such records to the DISTRICT upon request.

## **ARTICLE 9 - FEDERAL AND STATE TAX**

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

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

## **ARTICLE 10 - AVAILABILITY OF FUNDS**

The DISTRICT's performance and obligation to pay under this Contract is contingent upon annual appropriations being made by the City of Riviera Beach Utility Special District.

## **ARTICLE 11 - INSURANCE**

- A. Prior to execution of this Contract by the DISTRICT, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the DISTRICT's representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles,

including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, such party shall then, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the DISTRICT.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the DISTRICT as an "Additional Insured."

## **ARTICLE 12 - INDEMNIFICATION**

To the extent allowed by Florida law, the CONSULTANT shall indemnify and hold harmless the DISTRICT, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify and hold harmless the DISTRICT, its agents, officers, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the DISTRICT, its agents, officers or employees are alleged to be liable.

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

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

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

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

nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DISTRICT and the CONSULTANT.

#### **ARTICLE 14 - VENUE**

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

#### **ARTICLE 15 - REMEDIES**

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

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

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

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

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you or certain representatives of your company are a member of a DISTRICT board, including an advisory board, you may be ineligible to enter into a

contract/agreement with the DISTRICT. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract.

#### **ARTICLE 17 – DELAYS AND EXTENSION OF TIME**

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

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

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the DISTRICT or its employees, or by any other consultant employed by the DISTRICT, or by changes ordered by the DISTRICT or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT's control, or by delay authorized by the DISTRICT pending negotiation or by any cause which the DISTRICT shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the DISTRICT may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the DISTRICT. In the case of continuing cause of delay, only one (1) claim is necessary.

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

#### **ARTICLE 18 - INDEBTEDNESS**

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

#### **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the DISTRICT as provided under section 119.011(2), Florida Statutes, specifically agrees to:



- (a) Keep and maintain public records required by the DISTRICT to perform the service.
- (b) Upon request from the DISTRICT's custodian of public records or designee, provide the DISTRICT 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 CONSULTANT does not transfer the records to the DISTRICT.
- (d) Upon completion of this Contract, transfer, at no cost, to the DISTRICT all public records in possession of the CONSULTANT or keep and maintain public records required by the DISTRICT to perform the service. If the CONSULTANT transfers all public records to the DISTRICT upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's custodian of public records or designee, in a format that is compatible with the information technology systems of the DISTRICT.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 600 W. BLUE HERON BLVD, RIVIERA BEACH, FL 33404, 561-845-4185, LWALKER@RIVIERABCH.COM**

**ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

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

#### **ARTICLE 21 - CONTINGENT FEES**

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

#### **ARTICLE 22 - ACCESS AND AUDITS**

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

#### **ARTICLE 23 - NONDISCRIMINATION**

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

#### **ARTICLE 24 - ENFORCEMENT COSTS**

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

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

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally required to conduct its business, and that it will at all times conduct its

business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the DISTRICT upon request.

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

#### **ARTICLE 26 - SEVERABILITY**

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

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

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

#### **ARTICLE 28 - MODIFICATIONS OF WORK**

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

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

If the DISTRICT elects to make the change, the DISTRICT shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved by the UTILITY SPECIAL BOARD or its designated representative.

**ARTICLE 29 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and also via email. If sent to the DISTRICT shall be mailed to:

**RIVIERA BEACH UTILITY SPECIAL DISTRICT  
ATTN: LEIGHTON C WALKER, INTERIM EXECUTIVE DIRECTOR  
600 WEST BLUE HERON BLVD.  
RIVIERA BEACH, FL 33404**

If sent to the CONSULTANT shall be mailed to:

HOLTZ CONSULTING ENGINEERS  
270 SOUTH CENTRAL BLVD., SUITE 207  
JUPITER, FL 33458

**ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The DISTRICT and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28-Modifications of Work.

**ARTICLE 31 – PROTECTION OF WORK AND PROPERTY**

If applicable, the CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the DISTRICT’s property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the DISTRICT or employees of the DISTRICT, the CONSULTANT shall provide any necessary materials to maintain such protection.

**ARTICLE 32 – TIME**

Time is of the essence in all respects under this Contract. The DISTRICT and CONSULTANT shall work in an expeditious manner to complete the objectives as set forth in the Scope of Work described in **Exhibit “A.”**

### **ARTICLE 33 - TERMINOLOGY AND CAPTIONS**

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

### **ARTICLE 34 - WAIVER**

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

### **ARTICLE 35 - PREPARATION**

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

### **ARTICLE 36 - MATERIALITY**

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

### **ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY**

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Holtz Consulting Engineers, hereby represents to the DISTRICT that Andrea Holtz has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

### **ARTICLE 38 - EXHIBITS**

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

**ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of this Contract and all exhibits attached hereto. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**ARTICLE 40 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved by the Utility Special District Board.

**ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS**

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

**ARTICLE 42 – SURVIVABILITY**

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

**ARTICLE 43 - DEFAULT**

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

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the DISTRICT which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;
- b. The filing of any judgment lien against the assets of the CONSULTANT related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT; or
- c. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the

CONSULTANT or the CONSULTANT's property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

#### **ARTICLE 44 - WAIVER OF SUBROGATION**

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

#### **ARTICLE 45 - RIGHT TO REVIEW**

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

#### **ARTICLE 46 – WAIVER OF TRIAL BY JURY**

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

#### **ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL**

In accordance with Palm Beach County ordinance number 2011-009 as codified in 2-421 through 2-440 of the County's Code, the CONSULTANT acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed the ordinance and is aware of its rights and/or obligations under such ordinance.

This Contract is subject to any and all applicable conflict of interest provisions found in the DISTRICT procurement ordinance, Chapter 16.5, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, the Independent Contractor shall continue to disclose to the DISTRICT any possible conflicts of interests. The CONTRACTOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the DISTRICT.

[SIGNATURES ON FOLLOWING PAGE]




**CONTRACT WITH THE UTILITY SPECIAL DISTRICT**

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

CORPORATE SEAL

CITY OF RIVIERA BEACH  
INC.


HOLTZ CONSULTING ENGINEERS,

BY:   
TONYA DAVIS JOHNSON  
CHAIR

BY:   
ANDREA HOLTZ, PE  
PRESIDENT

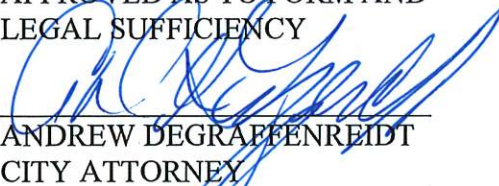
ATTEST:

APPROVED AS TO TERMS AND  
CONDITIONS

BY:  8-3-18  
CLAUDENE L. ANTHONY  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK

BY:   
LEIGHTON C. WALKER  
INTERIM EXECUTIVE DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
ANDREW DEGRAFFENREIDT  
CITY ATTORNEY

Date: \_\_\_\_\_

Purchasing initials \_\_\_\_\_

# EXHIBIT A

**CITY OF RIVIERA BEACH  
REQUEST FOR QUALIFICATIONS  
FOR  
UTILITY SPECIAL DISTRICT CONTINUING ENGINEERING SERVICE AGREEMENT  
(RFQ NO. 947-18-2)**

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



Event	Date
DATE RELEASE OF RFQ	March 25, 2018
DEADLINE FOR QUESTIONS/REQUEST FOR CLAIFICATIONS	April 12, 2018 @ 11 A.M.
PROPOSAL DUE DATE/TIME (DEADLINE)	April 17, 2018 @ 11 A.M.
PRELIMINARY SCORING/SHORTLISTING FIRMS *	TBD
ORAL PRESENTATIONS/INTERVIEWS OF SHORTLISTED FIRMS*	TBD
ANTICIPATED COMMISSION APPROVAL TO NEGOTIATE*	TBD

\* = Estimated dates

**BID CONTACT:**

**PAMELA DALEY, MBA, CPPT  
SENIOR PROCUREMENT SPECIALIST  
UTILITY SPECIAL DISTRICT**

**800 WEST BLUE HERON BLVD.  
Riviera Beach, FL 33404  
Email: [pdaley@rivierabch.com](mailto:pdaley@rivierabch.com)**

**NO PHONE INQUIRIES WILL BE ACCEPTED. ALL CORRESPONDENCE SHALL BE DIRECTED TO THE SPECIAL UTILITY SPECIAL DISTRICT DIRECTOR (WILLIE HORTON, [WHORTON@RIVIERABCH.COM](mailto:WHORTON@RIVIERABCH.COM)) VIA EMAIL OR FAX.**



**CITY OF RIVIERA BEACH  
REQUEST FOR QUALIFICATIONS  
FOR  
UTILITY SPECIAL DISTRICT ANNUAL CONSULTING ENGINEER SERVICE AGREEMENT  
(RFQ NO. 947-18-2)**

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

Pamela Daley, Senior Procurement  
(561) 845-4082, Phone  
(561) 840-7292, Fax  
pdaley@rivierabch.com

The City of Riviera Beach Utility Special District pursuant to Florida State Statute 287,055, Consultants Competitive Negotiation Act invites qualified Engineering firms or individuals licensed by the State of Florida to provide continuing professional consulting Engineering services to submit their qualifications to assist in the development, design, grant writing, management, maintenance, implementation, cost estimating and inspection of various projects.

This solicitation provides guidelines for submission and outlines the essential services desired for the engagement. Submittals will be accepted at the City of Riviera Beach, Office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, FL 33404, until **11:00 am (EST) Tuesday, April 17, 2018.**

**Late submittals will not be accepted or considered.**

This Public Solicitation document, including a scope of services may be obtained by visiting the CITY's web-site at [www.rivierabch.com](http://www.rivierabch.com).

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

PUBLISH: Palm Beach Post – March 25, 2018  
[www.rivierabch.com](http://www.rivierabch.com) – March 26, 2018

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### **Required Forms:**

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



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

PLAN HOLDER INFORMATION SHEET

EMAIL [PDaley@rivierabch.com](mailto:PDaley@rivierabch.com) OR FAX TO 561-840-7292

**PROSPECTIVE PROPOSER INFORMATION  
SHEET  
RFP #947-18-1**

PLEASE COMPLETE AND FAX THIS DOCUMENT TO THE PURCHASING DEPARTMENT. YOUR INFORMATION WILL BE ADDED TO THE CURRENT PLAN HOLDER LIST AND HELP TO INSURE RECEIPT OF CHANGES OR ADDITIONAL INFORMATION.

PURCHASING DEPARTMENT: FAX 561-842-7292  
OFFICE 561-845-4082

Contact Person \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business City, State, Zip \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Phone # \_\_\_\_\_ Business Fax # \_\_\_\_\_

**GENERAL TERM & CONDITIONS  
SECTION 1**

**1-1 OVERVIEW**

The City of Riviera Beach Utility Special District (CRBUSD) service area includes the entire City of Riviera Beach (approximately 6.8 square miles) and also includes approximately 2.7 square miles of land outside the District's boundaries. Water is provided to approximately 38,000 residential customers and 2,600 commercial, industrial and hotel/motel establishments. The System's water treatment facilities have a permitted capacity of approximately 9.08 million gallons per day (mgd). The City has purchased and reserved 8 million gallons per day (mgd) of capacity in the East Central Regional Wastewater Treatment and Disposal Facility (ECR).

**1-2 PROPOSAL SUBMISSION AND DEADLINE**

Engineering firms or qualified individuals desiring to submit proposals must submit one (1) original hard copy and six (6) bound copies of a comprehensive proposal to include the items listed in Section 4-1 of this Request for Statement of Qualifications (RFQ). All proposals must be received by the City of Riviera Beach no later than **11:00 AM, TUESDAY, APRIL 17, 2018** in order to be considered. The RFQ must be submitted in sealed packaging with all external packaging clearly identified with the following:

**"RFQ #947-18-1 UTILITY SPECIAL DISTRICT CONSULTING ENGINEER SERVICES, DUE DATE TUESDAY, APRIL 17, 2018 AT 11:00 AM"**

The response provided for each category should be tabbed separately but numbered sequentially.

Interested parties should send or hand deliver their completed responses to the following address:

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

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

Proposals received after this deadline will not be considered. Proposers must return all addenda certification forms, if issued, with their RFQ submittal. It is the responsibility of each proposer to inquire about addenda.

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

**1-3 INQUIRIES**

For additional information, the CITY encourages qualified firms to contact Pamela Daley, Senior Procurement Specialist, at (561) 845-4082 or via email [pdaley@rivierabch.com](mailto:pdaley@rivierabch.com) Monday through Friday between 8:30 a.m. to 5:00 p.m.

#### **1-4 RFQ SCHEDULE**

The CITY will use the following time lines which will result in selection of qualified firms. The City reserves the right to change and or delay scheduled dates.

<b>Event</b>	<b>Date</b>
DATE RELEASE OF RFQ	March 25, 2018
DEADLINE FOR QUESTIONS/REQUEST FOR CLAIFICATIONS	April 12, 2018 @ 11 A.M.
PROPOSAL DUE DATE/TIME (DEADLINE)	April 17, 2018 @ 11 A.M.
PRELIMINARY SCORING/SHORTLISTING FIRMS *	TBD
ORAL PRESENTATIONS/INTERVIEWS OF SHORTLISTED FIRMS*	TBD
ANTICIPATED COMMISSION APPROVAL TO NEGOTIATE*	TBD

#### **1-5 PROPOSAL DISCLOSURE**

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

#### **1-6 ACCEPTANCE OR REJECTION OF PROPOSALS**

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

#### **1-7 DISQUALIFICATIONS**

The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any response; to reject any or all responses in whole or in part, or to reissue a Request for Statement of Qualification.

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

#### **1-8 PUBLIC ENTITY CRIME**

Pursuant to Florida Statutes Section 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub proposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.



## **1-9 CODE OF ETHICS**

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

## **1-10 EQUAL OPPORTUNITY REQUIREMENTS**

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

## **1-11 CONTRACTUAL AGREEMENT**

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

## **1-12 INDEMNIFICATION**

The Proposer shall indemnify and hold harmless the City of Riviera Beach, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability and expenses (including attorney's fees). This includes but is not limited to loss of life, bodily or personal injury or property damage and loss of user thereof which are directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the operations of the proposer or his/her subcontractors, agents, officers, employees or independent contractors

## **1-13 ZONE OF SILENCE**

No entity filing a response to this RFQ shall through their principal, attorneys, or agents, contact the City Council nor City Staff for the purposes of discussing any aspect of this RFQ for any possible decision on the RFQ; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council or City Staff. **Any action in violation of this provision shall be cause for disqualification of RFQ.**

## **1-14 NON-COLLUSION STATEMENT**

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

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

Proposer, if doing business under an assumed name, i.e. an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State Division of Corporations.

#### **1-15 LOBBYING**

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

Lobbying consists of introduction, communication, discussions related to the selection process, or any other discussions or actions that may be interpreted as attempting to influence the outcome of the selection process for the project. This includes holding meetings thereof, engaging in the aforementioned prohibited lobbying and/or prohibited contact; which actions may immediately disqualify the Respondent from further CITY consideration for this project. Lobbying does not include any oral presentations before evaluation/selection teams, contract negotiations, or public presentations made to the CITY during any duly noticed public meeting.

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

#### **1-16 GRATUITY PROHIBITION**

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

#### **1-17 DISCREPANCIES, ERRORS AND OMISSIONS**

Any discrepancies, errors or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Division (Pamela Daley). Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

#### **1-18 ADDENDA TO RFQ**

The CITY reserves the right to amend this RFQ prior to the RFQ opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Utility Special District Procurement contact (**Pamela Daley**) before or by the final day and time for questions as indicated.

No verbal or written information which is obtained other than through this RFQ or its addenda shall be binding on the CITY OF RIVIERA BEACH. No employee of the CITY OF RIVIERA BEACH is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to that obtained in this written RFQ document.

#### **1-19 REQUESTS FOR ADDITIONAL INFORMATION**

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

### **1-20 RIGHT OF WITHDRAWAL**

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

### **1-21 EXCEPTIONS TO THE RFQ**

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

### **1-22 DENIAL OF REIMBURSEMENT**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a proposal to this RFQ.

The City will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred in connection with the preparation, submission or presentation of a proposal to this RFQ.

### **1-23 TRUTH IN NEGOTIATION CERTIFICATE**

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

### **1-24 NON-APPROPRIATION OF FUNDS**

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

### **1-25 SUB-CONTRACTOR(S)**

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

Proposer(s) shall include in their response the requested sub-contractor information and include all relevant information required of the proposer(s).

#### **1-26 LOCAL VENDOR PREFERENCE**

Under the City's Procurement Code, Article 10, Section 10-101, the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a proposer which has a permanent, physical place of business within the city limits, and a valid business tax receipt and certificate of occupancy applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test set forth in this section. The proposer shall have the burden of demonstrating that it meets this definition. Permanent physical location must be established for a minimum of twelve (12) months prior to the published date of this solicitation.

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

#### **1-27 MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION**

All proposes have an opportunity to increase their opportunity to be awarded a CITY contract/project by maximizing their use of qualified MBEs in accordance with the CITY's MBE Program.

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

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

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

## **1-28 BID PROTEST COST AND FILING FEES**

Article 8 of the City's Procurement Code addresses the process and procedure for bid protests. Time is of the essence with all bid protests and a protest must be timely submitted to the City or it will be waived. The following amounts must be submitted with the protest:

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

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

## **1-29 RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL**

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

## **1-30 OTHER ACKNOWLEDGEMENTS**

**By submitting a proposal each proposer is confirming that the proposer has not been placed on the convicted vendors list as described in section 287.133(2) (a), Florida Statutes.**

**By submitting a proposal, each proposer acknowledges that it has read the above information and agrees to comply with all the above City requirements.**

## **1-31 CITY OF RIVIERA BEACH CONTRACT**

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

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

The Proposer(s) selected to provide the service(s) requested herein shall be required to execute a Professional Services Contract with the City. The term(s) of the Contract shall be for a period of three (3) years with one (1) two year renewal option, at the sole discretion of the City, unless other terms are in the best interest of the City.

The Contract for Professional Services shall prevail as the basis for contractual obligations between the selected firm and the CITY for any terms and conditions not specifically stated in this Request for Statement of Qualifications.

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

If a satisfactory contract cannot be negotiated with the recommended proposer, negotiations simultaneously will then be started with the first alternate vendor and so on.

The successful proposal shall become an integral part of the contract, but may be modified by the provisions of the contract.

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

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## **BACKGROUND SECTION 2**

### **2-1 INTRODUCTION**

The CRBUSD desires to retain a Professional Engineering Consultant to assist in the implementation of its newly created Water/Wastewater Master Plan which defines the short and long range planning needs, operational and maintenance issues that impact the CRBUSD. The Consultant shall be cognizant of all federal, state, county and local regulations are met and identify regulatory issues that may impact the CRBUSD. The Consultant must demonstrate water/wastewater experience with a similar sized utility (to the CRBUSD) or larger.

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

#### **Water Supply and Treatment**

The Water Treatment Division is responsible for the daily operation and maintenance of the City's water system. This involves the operation of water treatment plant (WTP), with a maximum capacity of 17.5 million gallons per day (mgd), which provides air stripping, lime softening, filtration and disinfection of the water.

The raw water source is the Biscayne Aquifer and water is obtained from 27 production wells. Finished water is delivered to customers through the network of water transmission and water distribution lines. The water treatment plant has four (4) constant speed, three (3) variable speed high service pumps and two (2) transfer pumps together with three (3) water storage tanks and re-pump stations to maintain water pressure throughout the utility service area.

#### **Water Distribution**

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

#### **Wastewater Collection**

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

## **2-2 SCOPE OF SERVICES**

The CRBUSD requests that the Consultant provides demonstrated water supply and treatment, water distribution and wastewater collection experience with a similar sized utility (to the CRBUSD) or larger. Also, the Consultant must provide the qualifications and expertise of assigned Staff with similar water supply and treatment, water distribution and wastewater collection projects and an understanding of the scope of work.

The CRBUSD requests that the Consultant provides demonstrated ability to update the CRBUSD's comprehensive master plan, which encompasses the raw water wellfields, water treatment plant, water distribution system and the wastewater collection & transmission system. Elements of the updated master plan should include a review and summary of applicable regulatory standards for the above mentioned systems; water use demand forecasting based on regulatory criteria; evaluation of the existing water supply based on regulatory criteria, treatment and storage capacities based on regulatory criteria; evaluation of the wastewater collection system based on regulatory criteria; raw water system, water distribution system and wastewater collection & transmission system hydraulic modeling and a summary of recommended improvements based on identified deficiencies, including cost estimates and prioritization.

The CRBUSD requests that the Consultant provide demonstrated expertise to perform hydraulic modeling of the raw water system, the water distribution system and the wastewater collection & transmission system. Water distribution modeling experience shall include static as well as extended period simulation of multiple water distribution systems, hourly demand patterns and resultant system pressures for seasonal as well as fire flow demand scenarios. Wastewater modeling experience shall also include static as well as extended period simulation of multiple pump stations and force main systems, development and simulation of collection area flow patterns, pump operations including pump start, stop and wet well level controls, together with assessment of resultant force main pressures, flows and pump station cycling.

## **2-3 PROPOSED WORK PLAN**

The CRBUSD suggests that the Consultant review and familiarize themselves with the City of Riviera Beach Utility Special District Water and Wastewater Five Year Capital Master Plan. The Master Plan document is available on the City's website ([www.rivierabch.com](http://www.rivierabch.com)). It is the intent of this Work Plan to include specific items of the Master Plan, but not limit work to those items, with the ultimate goal of continuing to produce a safe and reliable potable water supply to the CRBUSD customers.

Project assignments (work authorizations) for this contract may include but are not limited to the following:

- Design of new raw water wells A & B, as required by the Consumptive Use Permit issued by the SFWMD;
- Replacement/rehabilitation of Lime Softening Units;
- Replacement of Lime Slakers, Lime Silo components and Lime Slurry system;
- Tasks to include developing/calibrating the current water distribution hydraulic model;
- Tasks to include developing/calibrating the current wastewater transmission hydraulic model;
- Recommendations on identification of all regulatory issues that may impact the CRBUSD;
- Replacement/rehabilitation of various wastewater lift stations;
- Design of parallel intracoastal force main and
- Design of additional intracoastal water transmission main.



- Haverhill Road Improvement
- Haverhill Road Improvement
- Silver Beach Road Improvement
- Garden Road Improvement
- Water Mains - Palm Beach Shores
- Underground Contractor On-Call
- Water Meters
- Fire Hydrant Replacement
- Lift Station #47 Rehabilitation
- Aerial Crossing Rehabilitation
- Water and Wastewater Improvements
- Utility Infrastructure in NSA
- Lift Station Rehabilitation - Phase 1
- Lift Station Rehabilitation - Phase 2
- Sanitary Sewer System Relining
- Lift Station #48 Culvert
- Lift Station Pump Replacement
- Parallel Intracoastal Water Mains
- Parallel Intracoastal Force Main
- Security upgrades for Lift Stations and Water Treatment Plant (improved camera coverage, electronic gate and card access )
- Water Distribution System Looping (Military & Port West Boulevard)
- Coordination and Implementation of Unidirectional Flushing Plan
- Subaqueous Sewer FM Crossing of C-17 Canal off Garden Road
- Subaqueous Sewer FM Crossing of M Canal in West Palm Beach
- Water and Sewer Improvements on W 34th St, W 35th Street and W 36th Street (between Ave HW and Ave J)
- Water and Wastewater Improvements on Avenue J (between W 34th St and W 36th St)
- Water and Wastewater Improvements on Avenue E (between W 34th St and W 36th St)
- Gravity Sewer Replacement and or Rehabilitation on Avenue E (between W 16th Street and W 20th Street)
- Gravity Sewer Installation (between W 20th Street and W 21st Street)
- Gravity Sewer Installation on W 21st Street (Avenue E and Broadway)
- Rehabilitation of Existing Water Treatment Plant
- Water Treatment Plant Generators Design and Replacement
- Softening Units Replacement/Rehabilitation
- Perimeter Wall - WTP
- Facility Enhancement
- Utility Field Operations Building
- Ground Water Sanitary Survey
- Water Storage Tank Inspection
- Raw Water Wells design , construction and Rehabilitation
- Raw Water System Assessment and Hydraulic Modelling
- Aqueous Ammonia System
- Water Treatment Plant Disinfection Building
- Raw Water Wells A & B
- Media and Underdrain Replacement
- Avenue U Pump Disinfection
- SCADA Replacement, Integration and Programming
- Lime System Replacement
- North Tower Building Replacement
- Water Treatment Plant Operator Training and Evaluation
- Expansion and Renovation of Utility District Administration Building

- Utility GIS and As-built system Improvements
- Water Treatment Plant Laboratory Certification
- Grant Writing and Application processing for Water and Wastewater Projects
- Updating of the Special Utility District Master Plan
- Updating of the Special Utility District Hydraulic Model(s) for Water and Wastewater Systems
  
- Water distribution system sample station design/installation
  
- Creation of standard operating procedures for the water treatment plant, water distribution system and wastewater collection and transmission system.

#### **2-4 CRBUSD RESPONSIBILITIES**

The CRBUSD will assist the selected Consultant in coordinating the implementation of its capital improvement projects and other projects. The CRBUSD staff will work closely with all affected parties to assure continuity in the process.

**INSURANCE REQUIREMENTS  
SECTION 3**

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

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

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

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

Misrepresentation of any material fact, whether intentional or not, regarding the Respondent'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 in each proposal.**

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

**CITY OF RIVIERA BEACH  
Attn: Marie Sullin, Risk Manager  
2051 MLK Blvd.  
Riviera Beach, FL 33404  
Email: msullin@rivierabch.com**

**QUALIFICATIONS OF CONSULTANTS  
SECTION 4**

**3-1 MINIMUM REQUIREMENTS**

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

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

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

- A. The Consultant must be actively performing similar services for at least four (4) years prior to the date of issue of this RFQ. Verification shall be through the Florida Department of State Registration (Please include a copy of your 2016 or 2017 Florida Profit Annual Report).
- B. The Consultant must be able to document a minimum of five (5) projects similar in scope and complexity as that identified in the RFQ requirements.

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**PROPOSAL FORMAT  
SECTION 5**

**5-1 PROPOSAL FORMAT**

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the CITY. It is the intent of the CITY to select one or more proposers to supply the services necessary for successful completion of the proposal as defined herein. Nothing in this RFQ is intended to restrict the CITY in any way in the selection of the proposal or proposals that best meets the needs of the CITY. **The CITY reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers. All proposals submitted become the exclusive property of the City of Riviera Beach.**

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

All Statements of Qualifications must indicate Federal I.D. Number. Statement of Qualifications shall clearly indicate the legal name, address, and telephone Number of the Proposer. The "Proposer's Information Form" shall be included in each set.

**1. ADMINISTRATIVE SECTION**

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

**2. TECHNICAL SECTION**

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

**3. FORMAT**

The Proposer/Firm must have demonstrated experience in providing the type of service requested in this Request for Statement of Qualifications (RFQ). Written proposals should be brief, but may be accompanied by preprinted brochures. Proposals shall include at least the following (in this order):

- A. Title page to include project name and number; name of firm or individual submitting the proposal, address, telephone number, e-mail address, contact person, and date of proposal.
- B. Table of Contents. The table of contents should outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.
- C. Transmittal letter (on company letterhead). An introduction letter introducing the company and including; the corporate name, address and telephone number of corporate headquarters and the local office, number of years in business and size of staff. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the firm. Briefly state the Proposer's understanding of the work to be done, and make a positive commitment to perform and complete the services. The letter should not exceed two pages in length.

- D. Company Overview/Qualifications of Firm. To include the number of years in business, licenses, equipment, references, whether the proposer is local, regional, or national, and other pertinent information to demonstrate that the proposer has the capacity necessary to perform the work as required. Additionally, specify whether the proposer is a corporation, sole proprietor, or partnership. Document whether or not your company is a Minority Woman owned business. Include M/WBE certification and other certifications and licenses.
- E. Staff Experience. Identify your Project Manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. Describe the experience in conducting similar projects for the Project Manager(s) or individuals assigned to the engagement. Describe the organization of the proposed project team, detailing the level of involvement, and field of expertise.
- F. Past Performance. Provide a minimum of five (5) references (in matrix format), including at a minimum four (4) municipalities located in the State of Florida for which you provided a similar service within the past six (6) years of the scope and nature required by this RFQ. These references must include, as a minimum: name of company, address, contact person, phone number, dates of performance, and a general description of the work performed.

Name & Address of Company	Contact Person	Phone Number	Dates Services Provided; Start - End	Description of work performed

- G. Project Understanding, Proposed Approach, and Methodology. Describe in detail, your understanding of the Scope of Work and your positive commitment to timely perform the proposed contract work.
- H. Disputes, Litigation and Defaults. State whether you have been involved in any litigation in the last five (5) years or is there any pending litigation arising out of your performance.
- I. Required Forms: Proposal Required Forms with all required information completed and all signatures as specified. Any modifications or alterations to these forms shall not be accepted and proposal will be rejected. The enclosed original forms will be the only acceptable forms.
- J. Addenda.

The response provided for each category should be tabbed separately but numbered sequentially.

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**EVALUATION PROCESS**  
**SECTION 6**

**6-1 GENERAL OVERVIEW**

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

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

The selection of Proposers shall be based on the three (3) highest scores for written proposals. Oral interviews shall be optional, however, if in the City's sole discretion, oral interviews are required, then selection shall be based upon the three (3) highest combined scores for both the written proposal and oral interview. The City reserves the right to reject any or all offers or to accept any offers which is in its best interest. The City also reserves the right to waive any informalities, irregularities and technicalities in procedure.

The City reserves the right, before qualifying any Proposer, to require the Proposer to submit such evidence of qualifications and any current or updated information that was requested in the RFQ as it may deem necessary, and may consider any information available to it of the financial, technical, and other qualifications and abilities of a Proposer, including past performance with other governmental agencies. Proposers are advised that requests for additional information or site visitation are not to be construed as an indication that a Proposer will receive or is in the best position to receive a contract award.

The Utility Special District Procurement contact will prepare and submit a recommendation to the user department which will then submit a recommendation to the City Manager.

The City Manager will submit a recommendation for approval to the City Council of the City of Riviera Beach.

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

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

## 6-2 EVALUATION CRITERIA

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

The following qualitative guidelines will be used for assigning points:

**OUTSTANDING PROPOSAL:** Highly comprehensive, excellent reply that meets all of the requirements of the areas within that category. In addition, the proposal covers areas not originally addressed within the RFQ category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This proposal is considered to be an excellent standard, demonstrating the Proposer's authoritative knowledge and understanding of the project.

**EXCELLENT PROPOSAL:** Provides useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFQ. The Proposer provides insight into its experience, knowledge and understanding of the subject matter.

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

**FAIR PROPOSAL:** Meets the requirements in the category in an adequate manner. This proposal demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the Proposer.

**INADEQUATE PROPOSAL:** Minimally meets the requirements in the category.

**FAILED PROPOSAL/ NO PROPOSAL (NO POINTS AWARDED):** Does not meet the requirements for the category

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

Criteria	Points
<b>Firms Qualifications</b>	25
<b>Experience of Staff</b>	25
<b>Past Projects</b>	20
<b>Project Understanding</b>	20
<b>Disputes / Litigation</b>	15
<b>Local Vendor</b>	15
<b>W/MBE Participation</b>	15
<b>Total Available Points for Written Submittal</b>	135
<b>Possible Bonus Points</b>	13.50
<b>TOTAL POINTS: WRITTEN AND BONUS</b>	148.50



**EVALUATION CATEGORIES**

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

<b>EVALUATION CATEGORIES</b>	<b>POINTS POSSIBLE</b>
<p><b>COMPANY/FIRM QUALIFICATIONS AND CAPABILITES- (25 points)</b></p> <p>Include the number of years in business, licenses, equipment, references, whether the proposer is local, regional, or national, corporation, sole proprietor, or partnership and other pertinent information to demonstrate that the proposer has the capacity necessary to perform the work as required.</p>	<b>25</b>
<p><b>EXPERIENCE OF STAFF - (25 points)</b></p> <p>Identify your Project Manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. Describe the experience in conducting similar projects for the Project Manager(s) or individuals assigned to the engagement. Describe the organization of the proposed project team, detailing the level of involvement, and field of expertise.</p>	<b>25</b>
<p><b>PAST EXPERIENCE (20 points)</b></p> <p>Provide a minimum of five (5) references (in matrix format), including at a minimum four (4) municipalities located in the State of Florida for which you provided a similar service within the past six (6) years of the scope and nature required by this RFQ. These references must include, as a minimum: name of company, address, contact person, phone number, dates of performance, and a general description of the work performed.</p>	<b>20</b>
<p><b>PROJECT UNDERSTANDING (20 points)</b></p> <p>Describe in detail, your understanding of the Scope of Work and your positive commitment to timely perform the proposed contract work.</p>	<b>20</b>
<p><b>LITIGATION (15 points)</b></p> <p>State whether you have been involved in any litigation in the last five (5) years or is there any pending litigation arising out of your performance.</p>	<b>15</b>
<p><b>Principal Office Location and Local Participation (15 points)</b></p> <p><b>Location Within:</b>  Riviera Beach  Palm Beach County  Florida  Outside Florida</p>	<b>15</b> <b>10</b> <b>05</b> <b>02</b>
<p><b>M/WBE OWNED (15 points)</b>  Meet or Exceeds 15% participation  &lt; 15% participation</p>	<b>15</b> <b>10</b> <b>5</b>
<p><b>TOTAL WRITTEN POSSIBLE POINTS</b></p>	<b>135</b>

<b>EVALUATION CATEGORIES SECTION 5</b>	
<b>POSSIBLE BONUS POINTS:</b> Total qualified business participation as outlined in Code of Ordinance No. 16.5, Section 312 <b>(PLEASE REFER TO APPENDIX)</b>	<b>13.50</b>
<b>ORAL INTERVIEW POSSIBLE POINTS</b>	<b>60</b>
<b>OVERALL TOTAL POINT</b>	<b>208.50</b>

## REQUIRED FORMS

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

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

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

IT IS THE PROPOSER'S RESPONSIBILITY TO CONTACT THE UTILITY SPECIAL DISTRICT 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.

**DRUG FREE WORKPLACE**

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

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

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

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

\_\_\_\_\_ Of \_\_\_\_\_  
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

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

\_\_\_\_\_  
SIGNATURE DATE

**CITY OF RIVIERA BEACH**

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

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

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (Print or Type)

**TRUTH IN NEGOTIATIONS CERTIFICATE**

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

\_\_\_\_\_\*

are accurate, complete, and current as of \_\_\_\_\_\*\*

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

FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

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

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

SCHEDULE 1  
PARTICIPATION FOR M/WBE PROPOSER/PROPOSERS

RFQ TITLE: \_\_\_\_\_

RFQ NUMBER: \_\_\_\_\_

NAME OF PRIME BIDDER: \_\_\_\_\_

RFQ OPENING DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

TOTAL PARTICIPATION: \_\_\_\_\_ %

TO BE COMPLETED BY  
PRIME PROPOSER:

RFQ PRICE: \_\_\_\_\_

SCHEDULE 2

RFQ NUMBER: \_\_\_\_\_  
LIASON: \_\_\_\_\_

LETTER OF INTENT TO PERFORM AS A MINORITY/SUB

TO: \_\_\_\_\_

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

\_\_\_\_ an individual      \_\_\_\_ a corporation      \_\_\_\_ a partnership      \_\_\_\_ a joint venture  
\_\_\_\_ The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

At the following price/ contract percentage (%): \_\_\_\_\_

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

Items: \_\_\_\_\_ Projected Commencement Date: \_\_\_\_\_ Projected Completion: \_\_\_\_\_

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

\_\_\_\_\_  
(NAME OF MINORITY PROPOSER)

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

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





**APPENDIX 1**

## Sec. 16.5-311. - Definitions.

For the purposes of this division only the following definitions shall apply:

- (1) *Minority business enterprise* means a business that is owned and controlled by minority persons.
- (2) *Minority persons* are Blacks of not of Hispanic origin, Hispanics, American Indians, Alaska Natives, Pacific Islanders, Asians and women as set forth in F.S. § 288.703(4)(a-e), as may be amended from time to time.
- (3) *Owned*, for the purpose of determining whether a business is a minority or women business enterprise, shall mean that the minorities or women, as the context requires, shall possess an ownership interest of at least 51 percent.

(Ord. No. 4010, § 2(10-301), 1-18-12)

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

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

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

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

(Ord. No. 4010, § 2(10-302), 1-18-12)

Secs. 16.5-313—16.5-320. - Reserved.

business participation percentage. The percentage of total bonus points awarded of maximum allowable points is non-cumulative and is the percentage of points to be awarded to a bidder/proposer based on the total qualified business participation.

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

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

Example:

There are 100 maximum allowable points to score the proposals. The Contractor's price is \$500,000.00. The RFP scoring assigns up to five points (five percent) to be allocated to a contractor if 15 percent of the total project cost is spent with qualified MBEs. The contractor lists four qualified MBEs to provide goods and services for the project. A total of \$260,000.00 (52 percent) of the total project cost will be spent with the qualified MBEs.

# EXHIBIT B

**RFQ 947 - 18 RATE SHEET FOR ENGINEERING SERVICES  
HOLTZ CONSULTING**

TITLE	CRB DISTRICT NEGOTIATED RATE REQUEST	HOLTZ CONSULTING ENGINEERS, INC.
PRINCIPAL	\$ 190.00	\$ 190.00
PROJECT DIRECTOR/TECHNICAL EXPERT	\$ 180.00	\$ 180.00
SENIOR PROJECT MANAGER	\$ 170.00	\$ 170.00
PROJECT MANAGER	\$ 160.00	\$ 160.00
SENIOR ENGINEER/SCIENTIST	\$ 140.00	\$ 140.00
SENIOR CONSTRUCTION SPECIALIST	\$ 135.00	\$ 135.00
SENIOR LANDSCAPE ARCHITECT	\$ 185.00	N/A
PROJECT ENGINEER/SCIENTIST	\$ 110.00	\$ 120.00
ASSOCIATE ENGINEER/SCIENTIST	\$ 95.00	\$ 95.00
SENIOR DESIGNER	\$ 110.00	\$ 110.00
PROJECT LANDSCAPE ARCHITECT	\$ 120.00	N/A
ASSOCIATE LANDSCAPE ARCHITECT	\$ 90.00	N/A
ENGINEER/SCIENTIST	\$ 105.00	\$ 105.00
DESIGNER	\$ 95.00	\$ 95.00
CONSTRUCTION SPECIALIST	\$ 85.00	\$ 90.00
SENIOR TECHNICIAN	\$ 85.00	N/A
TECHNICIAN	\$ 75.00	N/A
CLERICAL	\$ 55.00	\$ 55.00
ENGINEERING INTERN	\$ 45.00	\$ 45.00
INTERN	\$ 20.00	\$ 20.00
PROJECT ANALYST	\$ 80.00	N/A
SR HEALTH & SAFETY RISK MANAGER	\$ 170.00	N/A
SENIOR DISCIPLINE SPECIALIST	\$ 190.00	N/A

**EXPENSE RATE SCHEDULE**

TYPE		RATE
8 1/2 X 11 BLACK AND WHITE	\$ 0.10	\$ 0.10
8 1/2 X 11 COLOR	\$ 0.49	\$ 0.49
11 X 17 BLACK AND WHITE	\$ 0.15	\$ 0.15
11 X 17 COLOR	\$ 1.00	\$ 1.00
24 X 36 BLACK AND WHITE	\$ 2.00	\$ 2.00
24 X 35 COLOR (REDLINS/HIGHLIGHTS)	\$ 4.00	\$ 4.00
24 X 35 COLOR	\$ 6.00	\$ 6.00
<b>OTHER</b>		
MILEAGE	IRS STANDARD MILEAGE RATE FOR BUSINESS	IRS STANDARD MILEAGE RATE FOR BUSINESS
SUB CONSULTANTS		COST+10%
OTHER DIRECT EXPENSES		AT COST
TRAVEL		N/A