

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

This continuing Contract is made as of this [REDACTED] day of [REDACTED], 2021, by and between the City of Riviera Beach, Palm Beach County, Florida, a municipal government existing under the laws of the State of Florida, (hereafter referred to as "City" by and through its City Council, and [REDACTED], a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Engineer", whose Federal I.D. number is [REDACTED].

WITNESSETH:

Whereas, the City has made significant capital improvements to its marina, which are ongoing; and

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

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

Whereas, the Engineer responded to RFQ No. [REDACTED] and was a top three ranked firm responding; and

Whereas, the City agrees to Contract with Engineer to provide continuing professional engineering services as set forth herein.

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

ARTICLE 1 – BASIC SERVICES OF ENGINEER

The Engineer's responsibility under this Contract is to provide professional/consultation services as set forth more fully in the Scope of Work detailed in Exhibit B, attached hereto and made part hereof.

Engineer shall serve as the City's professional engineer and planning representative in those phases of the Marina to which this Contract applies, and will give consultation and advice to the City during the performance of its services.

The City's representative/liaison during the performance of this Contract shall be [REDACTED], who may be contacted by phone at [REDACTED] or email at [REDACTED].

ARTICLE 2 – CITY RESPONSIBILITIES

- A. Provide complete and detailed information as to its requirements for a project.
- B. Assist Engineer by placing at the company's disposal all available information pertinent to a project including previous reports and any other data relative to design and construction of a project.

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

ARTICLE 3 – PERIOD OF SERVICE

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

ARTICLE 4 – PAYMENTS TO ENGINEER

- A. Per Hour, Per Assigned Employee Fee with a not to Exceed Maximum Price – City will submit a series of individual tasks or projects as more particularly described herein. Each task to be performed under this Contract shall be assigned to the Engineer for accomplishment by separate written authorization. For each task, City shall request Engineer to provide a Scope of Work and an Estimate of Cost, for the City’s review, including M/WBE goal setting, as particularly set forth in Article 9.

Upon mutual agreement of the Scope of Work, Engineer shall develop an estimate of cost based upon per hour, per assigned employee fee with a “not to exceed” maximum price as provided for herein in accordance with rates set forth in Exhibit A.

1. The “Per Hour, Per Assigned Employee” fee shall include all allowable and allocable costs that are incurred in the performance of the work, up to, but not exceeding a predetermined maximum price. Allowable and allocable cost shall include direct labor plus fringe benefits, overhead fee, and direct non-salary expenses. Pending establishment of final approved overhead rates for any period, the Engineer shall be reimbursed at provisional overhead rates subject to appropriate adjustment when the final overhead rates for the fiscal period are established. The overhead rates shall not change the predetermined cost ceiling.
2. For a project that utilizes the “Per Hour, Per Assigned Employee” method of compensation, it is anticipated that the total cost to the City for the performance of the services will not exceed the estimated cost and that the Engineer agrees to use his good faith effort to perform his services within such estimated cost. If at any time, as the actual work progresses, the Engineer has reason to believe that the cost for the work will be greater than the estimated cost, the Engineer shall notify the City in writing to that effect, giving the revised estimate of such cost for said work or a suggested revised Scope of Work which will remain within the original Estimate of Cost.
3. The City shall not be obligated to reimburse the Engineer for cost incurred in excess of the estimated cost set forth above, and the Engineer shall not be obligated to continue performance of said work or otherwise to incur cost in excess of the estimated cost set forth above, unless and until the City shall have notified the Engineer in writing that such estimated cost has been increased or that a modification of Scope of Work is acceptable and shall have specified in such notice a revised estimated cost which shall thereupon constitute the revised estimated cost of said work. When and to the extent that the estimated cost has been increased, any costs incurred by the Engineer in excess of the estimated cost prior to such increases shall be allowable to the same extent as if such cost had been incurred after the increase.
4. Except as otherwise provided, if the Engineer stops performance before completion of the work hereunder because it has incurred costs in the amount of or in excess of the estimated cost set, and the City elects not to increase such estimated cost, then the City shall pay to the Engineer the balance due on its cost and fee for said work. Both parties shall execute full and binding releases of the party from any and all obligations with regard to the work and the Engineer shall deliver to the City copies of the Engineer’s work product subject to receipt of payment due.

5. The Engineer may elect to waive notifying the City and agencies participating in the cost of project and is expected to do so whenever the work is close to completion and it is estimated that the cost increase will be small. In such event if the cost subsequently exceeds that originally estimated by the Engineer, the Engineer may exercise his above obligation to notify the City of the cost increase, but the City shall not be obligated to pay for any overrun.
 6. The term “Per Diem” shall mean a fixed hourly rate, which includes direct and indirect labor, overhead, fringe benefits and profit, for each category of personnel employed on the project, plus reimbursement for direct non-salary expenses.
 7. In addition to the above methods, any other mutually agreed upon method may be used.
- B. Additional Service – City shall pay Engineer for Additional Services rendered as follows:
1. Day-to-Day Consulting Services – For Day-to-Day Consulting Services not considered as being covered under Article 1, Basic Services of Engineer, shall be on the basis of the Professional Services Rate Schedule (Exhibit A) for services rendered by principals and employees assigned to the project.
 2. Special Engineers – For services and reimbursable expenses of special engineers or Expert surveyors (when included in special task authorization) employed by Engineer, the amount billed to Engineer therefore times a factor of 1.10.
 3. Serving as An Expert Witness – For the services for principals and employees as engineers or expert witnesses in any litigation, hearing or proceeding, on the basis of the Professional Services Rate Schedules (Exhibit A).
 4. Project Representative(s) Services – For Resident Project Representative(s) Services during construction, on any mutually agreed basis.
 5. Reimbursable Expenses – In addition to payments provided for in Articles 4-A and B, City shall pay Engineer the actual cost of all reimbursable expenses incurred in connection with all basic and additional services.
- C. Time of Payment – Engineer shall submit monthly statements for Basic and Additional Services rendered and for reimbursable expenses incurred. These monthly statements shall be based upon Engineer’s payroll cost times the appropriate factor. City shall make monthly payments in response to Engineer’s monthly statements, and as further outlined in subsection F below.
- D. Payroll Cost – The payroll costs used as a basis for payment mean the salaries and wages paid to all personnel engaged directly on the project, including, but not limited to, engineers, surveyors, designers, drafters, specifications writers, estimators, other technical personnel, administrative personnel, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to social security contributions, unemployment, excise and payroll taxes, workmen’s compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The amount of customary and statutory benefits of all personnel will be considered equal to 30% of salaries and wages.
- E. Reimbursable Expenses – Reimbursable expenses shall mean the actual expense incurred directly or indirectly in connection with the project to include, but not be limited to:

transportation and meals incidental thereto; obtaining bids or proposals from contractor(s), furnishing and maintaining field office facilities; phone calls and faxes, excluding those to home office; reproduction of reports, drawings and specifications and similar project related items in addition to those required under Article 1; and, if authorized in advance by City, overtime work requiring higher than regular rates.

ARTICLE 5 - TRUTH-IN NEGOTIATION CERTIFICATE

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

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

ARTICLE 6 - TERMINATION

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

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

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

ARTICLE 7 - PERSONNEL

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

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

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

The Engineer agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the Engineer. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

All of the Engineer's personnel, (and, all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security).

ARTICLE 8 – SUBCONTRACTING

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

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

Once a subconsultant is listed in an Engineer's response to an RFP or a bid and the Engineer wishes to change a subconsultant, if the response or bid has been accepted by the City, then specific approval from City staff must be given prior to any change to subconsultants. The City shall not unreasonably deny the request. However, the Engineer must demonstrate that the subconsultant being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements with the subconsultant including issues of pricing.

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

The Engineer shall be responsible for the performance of all subconsultants.

ARTICLE 9 – M/WBE PARTICIPATION

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

In keeping with the City's policy, the Engineer further agrees to hire minority subconsultants to work on this project.

In accordance with the City's M/WBE Ordinance, the Engineer agrees to the W/MBE participation for this Contract and to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of Contract.

The Engineer agrees to maintain all relevant records and information necessary to document compliance with the City's M/WBE Ordinance and will allow the City to inspect such records.

ARTICLE 10 - FEDERAL AND STATE TAX

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

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

ARTICLE 11 - AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the City Council of the City of Riviera Beach.

ARTICLE 12 - INSURANCE

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

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

ARTICLE 13 - INDEMNIFICATION

To the extent allowed by Florida law, the Engineer shall indemnify and hold harmless the City, 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 Engineer, its agents, officers, or employees in the performance of services under this Contract.

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

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

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

ARTICLE 14 - SUCCESSORS AND ASSIGNS

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

ARTICLE 15 – DISPUTE RESOLUTION, VENUE, AND REMEDIES

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

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

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

ARTICLE 16 - CONFLICT OF INTEREST

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

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

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 City board, including an advisory board, you may be ineligible to enter into a Contract/agreement with the City. 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 Engineer shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Engineer or its 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 Engineer's request, the City shall consider the facts and extent of any failure to perform the work and, if the Engineer 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 City's rights to change, terminate, or stop any or all of the work at any time.

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

No extension shall be made for delay occurring more than seven (7) days before a claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) claim is necessary. If no schedule or other agreement sets forth the dates by which drawing(s) shall be furnished, then no

claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to

disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY CLERK’S OFFICE LOCATED AT 600 WEST BLUE HERON BLVD., RIVIERA BEACH, FLORIDA 561-845-4090 CROBINSON@RIVIERABEACH.ORG.

ARTICLE 20- INDEPENDENT ENGINEER RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

The Engineer 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 City upon request.

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

ARTICLE 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 Florida Statute 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the Engineer 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 Florida Statute 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

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

If the City so instructs in writing, the Engineer shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the City's decision to proceed with the change, the City shall initiate a Contract Amendment and the Engineer shall not commence work on any such change until such written amendment is signed by the Engineer and approved and executed by the City Council for the City of Riviera Beach 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 City shall be mailed to:

City of Riviera Beach

[Redacted]

**600 W. Blue Heron Blvd.
Riviera Beach, FL 33404**

If sent to the Engineer shall be mailed to:

[Redacted]

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Engineer agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire 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

The Engineer shall continuously maintain adequate protection of all work from damage, and shall protect the City’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 City or employees of the City, the Engineer shall provide any necessary work and property protection.

ARTICLE 32 – TIME

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

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term “Contract” as used herein, as well as the terms “herein”, “hereof”, “hereunder”, “hereinafter” and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do

not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

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

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

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

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 38 - EXHIBITS

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

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Contract and all exhibits attached hereto. The Engineer 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 both parties.

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 42 – SURVIVABILITY

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

ARTICLE 43- DEFAULT

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

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

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

ARTICLE 44 - WAIVER OF SUBROGATION

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

ARTICLE 45 - RIGHT TO REVIEW

The City, 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 City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 46 – SUB-RECIPIENT REQUIREMENTS

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

ARTICLE 47– REUSE OF DOCUMENTS

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

ARTICLE 48– OPINION OF PROBABLE PROJECT COST

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

ARTICLE 49– WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND ENGINEER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND ENGINEER HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS

A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

ARTICLE 50 – PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, the Engineer acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Engineer has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Contract have set their hand and seals on the day and year above written.

CITY OF RIVIERA BEACH

CORPORATE SEAL

ENGINEER

BY: _____
RONNIE L. FELDER
MAYOR

BY: _____


ATTEST:

BY: _____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
RANDY M. SHERMAN
DIRECTOR OF FINANCE
& ADMINSTRATIVE SERVICES

By: _____
DAWN S. WYNN
CITY ATTORNEY

Date: _____

Date: _____

EXHIBIT A

PROFESSIONAL SERVICES RATE SCHEDULE

In the event that it is determined that a work order will be undertaken on a Lump Sum Basis, the Engineer shall submit to the City, for its approval, a detailed Scope of Work with an hourly staff rate estimate for each portion of the scope. The Engineer's Lump Sum Fee shall be determined based on the actual hourly labor rates of the Engineer's employees.

[RATE SCHEDULE TO BE PROVIDED]

EXHIBIT B

SCOPE OF WORK

- A. General Project Development – Engineer shall provide general consultation, field and underwater engineering, marine inspections and surveys, coastal/marine construction supervision, feasibility analysis (economic and engineering) general evaluation reports, coastal/marine construction design and permitting services, numerical modelling of nearshore wave, bathymetric data collection including multi beam surveys and side scan sonar, wave energy studies, shoreline and profile changes, dredging design including dredge spoil handling and disposal, mitigation design and other general Marine/Coastal Engineering Services not limited to the services listed above.
- B. Study and Report Phase – After written authorization to proceed, Engineer shall:
1. Consult with City to determine its requirements for a project and review available data.
 2. Advise City as to the necessity of the City providing or obtaining from others data or services of the types describe in Article 2-C and act as City’s representative in connection with any such service.
 3. Provide special analyses of City’s needs, planning surveys, site elevations and comparative studies of prospective sites and solutions.
 4. Provide general economic analyses of City’s requirements applicable to various alternatives.
 5. Prepare a report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to the City, and setting forth Engineer’s findings and recommendations with opinions of probable costs.
 6. Furnish five (5) copies of the report and present and review it, in person, with City representatives.
- C. Preliminary Design Phase – After written authorization to proceed with the Preliminary Design Plan, Engineer shall:
1. In consultation with City and based on the accepted report, determine the scope of a project.
 2. Conduct additional sight investigations and surveys as required for design including but not limited to bathymetric/topographic surveys, current and wave studies, geotechnical investigations and above and below water inspections of existing structures.
 3. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Meet with City representatives to discuss product selection alternatives including, but not limited to, floating and fixed docks, pilings, seawalls, utilities and other dock and marina amenities.
 4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable cost for each project including construction cost, contingencies, compensation for all professionals and engineers, cost of land, rights-of-

way, and compensation for damages to properties and interest and financing charges (all of which are hereinafter called “project costs”).

5. Furnish five (5) copies of the above preliminary design documents and present and review them in person with City representatives.
6. Furnish copies and solicit review comments from interested governmental and regulatory agencies and utility companies.

D. Final Design Phase – After written authorization to proceed with the Final Design Phase, Engineer shall:

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

E. Bidding or Negotiating Phase – Engineer shall obtain bids from each separate prime contract for construction or equipment.

1. Consult with and advise City as to the acceptability of subcontractors, product suppliers and other persons and organizations proposed by the prime Contractor(s) (hereinafter called “Contractor(s)” for those portions of the work as to which such acceptability is required by the contract documents.
2. Consult with and advise City as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution is permitted by the contract documents.

3. Coordinate and participate in pre-bid meetings and presentations by product manufacturers to assist the City with the bidding process.
 4. Evaluate bids and assemble contract documents and recommend to City award of contracts, and participate in presentation to City Council and other appropriate authorities as necessary.
- F. Engineering Services During Construction Phase – During Construction Phase, Engineer shall perform the following services by the Engineer’s design office staff and qualified design professionals.
1. Consult with, and advise City and act as its representative. All of City’s instructions to contractor(s) will be issued through Engineer who will have authority to act on behalf of City except as otherwise provided in writing.
 2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. Engineer shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. Engineer shall be responsible for review and approval of the means, methods, techniques, sequences or procedures of construction selected by contractor(s) and oversight of the safety precautions and programs incident to the work of contractor(s) during such visits and keep City informed of the progress of the work, shall endeavor to guard City against defects and deficiencies in the work of contractor(s), disapprove or reject work as failing to conform to the contract documents, and endeavor to achieve expeditious correction of such deficiencies.
 3. Review and approve shop drawings and samples, the results of tests and inspections and other data which any contractor is required to submit, for conformance with the design concept and operational requirements of each project and compliance with the information given in the contractor documents; determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor(s) in accordance with the contract documents.
 4. Issue all instructions of City to contractor(s); prepare routine change orders as required; Engineer may, as City’s representative, require special inspection or testing of the work; act as interpreter of the requirements of the contract documents and judge the performance thereunder by the parties thereby make decisions on all claims of City and contractor(s) relating to the execution and progress of the work, and all other matters and questions related thereto; but Engineer shall not be liable for the results of any such interpretations or decisions rendered by him as a result of erroneous or incomplete information or data provided him by the City.
 5. Whenever the City gives written notice of defects and efficiencies in any project, as provided in Article 2-I, the Engineer shall endeavor to achieve expeditious correction of such defects and/or deficiencies.

6. Based on Engineer's on-site observations as an experienced and qualified design professional, input from the project representative(s) and his review of contractor(s) application for payment and the accompanying date and schedules, determine the amounts owing to contractor(s) in such amounts; such approvals of payment to constitute a representation to City, based on such observations and review, that the work has progressed to the point indicated and that, the quality of the work has progressed to the point indicated and that, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work as a functioning project upon Substantial Completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation. By recommending any payment, Engineer will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by Engineer to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures or construction or safety precautions or programs incident thereto. Approving an application for payment Engineer will not be deemed to have represented that he has made any examination to determine how or for what purposes any contractor(s) work, materials or equipment has passed to City free and clear of any lien, claims, security interests or encumbrances.
7. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that Engineer may approve, in writing, final payment to each contractor.
8. Engineer shall not be responsible for acts or omissions of any contractor, any subcontractor or any of the contractor(s)' or subcontractors' agents or employees or any other persons (except his own employees and agents) at the project site or otherwise performing any of the work of the project.
9. Engineer shall provide, for each construction project, the set of original record drawings, including capital asset listing, conforming to construction records, showing the significant changes made during the construction process, based upon the marked-up prints. Drawings and other data furnished to the Engineer by the contractor(s) and/or by Designees of the City.
10. Conduct an inspection sixty (60) days prior to the expiration of a guarantee period related to any project designed by the Engineer and report to contractor and City discrepancies for correction under guarantees provided in the prime Contract for the project.

ADDITIONAL SERVICES OF ENGINEER

- A. If authorized in writing by City, Engineer shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services and these will be paid for by the City as indicated in Article 3.
 1. (1) Preparation of applications and supplemental project information for governmental grants, loans or advances in connection with a project; (2) preparation of review of environmental assessments and impact statements; and (3) assume engineering responsibility in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of any project.

2. Services resulting from significant changes in general scope of the project or its design including, but not limited to changes in size, complexity, City's schedule, or character of construction; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond Engineer's control
3. Providing renderings or models for City's use.
4. Perform those functions required of the Engineer by bond resolutions, and as otherwise authorized by the City.
5. At request of City, furnishing the services of special engineers for special civil, structural, mechanical, environmental and electrical engineering and normal architectural design incidental thereto, such as engineers for interior design, selection of furniture and furnishings, communications, acoustics and other specialties.
6. Service resulting from the involvement of more separate prime contracts for construction or for equipment not originally contemplated.
7. Services in connection with change orders to reflect changes requested by City if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered and services resulting from significant delays, changes in price increases occurring as a direct or indirect result of material, equipment or energy shortages.
8. Additional or extended services during construction made necessary by (1) work damaged by fire or other causes during construction; (2) prolongation of time of Contract on any prime Contract by more than sixty (60) days; (3) acceleration of the work schedule involving services beyond normal working hours; and (4) default by any Engineer. The City will be reimbursed by the Engineer for these additional services, and the Engineer shall prepare the contract documents in such a way as to provide for reimbursement by the contractor for the City for the required additional services, including City's costs.
9. (1) Preparation of systems operating and maintenance manuals; (2) extensive assistance in the utilization of any equipment or system (except for initial start-up, testing, adjusting and balancing to demonstrate an operation facility as necessary to obtain the initial operating permit but in no case shall exceed two weeks); and (3) training personnel for operation and maintenance.
10. Preparing to serve or serving as a witness for City in any litigation, public hearing or other legal or administrative proceeding involving a project.
11. Additional services in connection with a project, including services normally furnished by the City and services not otherwise provided for in this Contract.
12. Services to make measured drawings of or to investigate existing conditions of facilities or to verify the accuracy of drawings or other information furnished by City.
13. Preparing documents for alternative bids requested by City for work which is not executed or for out-of-sequence work.

14. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any Contract for the project (except for the 60 day inspection).
15. Preparation of community planning, updating of City's maps, review of reports, drawings and plans of the type customarily required by the City incident to its normal functions. Consult with and advise City in regard to Federal and State requirements
16. Services in connection with laboratory or field investigations
17. Inspect and review necessary test borings or other subsurface explorations not covered under professional services during construction. The cost of borings or other subsurface explorations will be paid by the City.
18. Provide any services required in connection with re-advertisement for construction bids.