

## AGREEMENT

THIS AGREEMENT is made and entered into on this 8 day of March, 2021, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1<sup>ST</sup> Avenue, Delray Beach, Florida 33444, and A&P Consulting Transportation Engineers Corp., a Florida corporation (hereafter referred to as "Contractor"), whose address is 8935 NW 35<sup>th</sup> Lane, Suite 200, Doral, Florida 33172.

WHEREAS, the City desires to retain the services of the Contractor to provide the professional engineering services in accordance with the City's Request for Qualifications No. 2021-005, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

### ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications No. 2021-005 and the Contractor's response thereto, including all documentation required thereunder.

### ARTICLE 2. DESCRIPTION OF SCOPE OF SERVICES

The Contractor shall perform those professional services identified in the scope of services accompanying the City's solicitation, which is specifically incorporated herein by reference and further detailed in Exhibit A.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Fee Summary attached hereto and incorporated herein as Exhibit B, according to the terms and specifications of the referenced solicitation.

### ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City:  
City of Delray Beach  
100 NW 1<sup>st</sup> Street  
Delray Beach, Florida 33444  
Attn: City Manager

- ii. with a copy to: City of Delray Beach  
200 NW 1<sup>st</sup> Street  
Delray Beach, Florida 33444  
Attn: City Attorney
- iii. As to the Contractor: A&P Consulting Transportation Engineers Corp.  
8935 NW 35<sup>th</sup> Lane, Suite 200  
Doral, FL 33172  
Attn.: Antonio G. Acosta, P.E.  
Email: agacosta@apcte.com

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

#### ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in the solicitation.

#### ARTICLE 6. E-VERIFY REQUIREMENTS

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

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City of Delray Beach  
RFQ No. 2021-005  
Project No. 17-133

Construction Engineering and Inspection  
Services for Reclaimed Watermain for Area 10

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

[SEAL]

CITY OF DELRAY BEACH, FLORIDA

By: [Signature]  
Shelly Petrolia, Mayor

ATTEST:

By: [Signature]  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Lynn Gelin, City Attorney

A&P CONSULTING TRANSPORTATION  
ENGINEERS CORP.

By: [Signature]

Antonio G. Acosta

Printed Name

President

Title

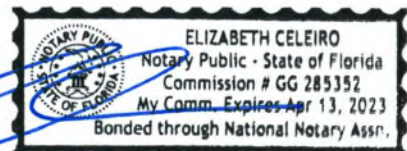
STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of March, 2021 by Antonio G. Acosta (name of person), as President (type of authority) for APCTE (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification

Type of Identification Produced \_\_\_\_\_



Notary Public – State of Florida

City of Delray Beach  
RFQ No. 2021-005  
Project No. 17-133  
Construction Engineering and Inspection  
Services for Reclaimed Watermain for Area 10

EXHIBITS

Exhibit A:	Scope of Services and Deliverables
Exhibit B:	Fee Summary





A&amp;PCONS-01

JCARRASCO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2020

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

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

<b>PRODUCER</b> JAG Insurance Group, LLC 999 Ponce De Leon Blvd Suite 800 Coral Gables, FL 33134	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (305) 842-3600	<b>FAX (A/C, No):</b> (305) 842-3600
<b>INSURED</b>  A&P Consulting Transportation 10305 NW 41st Street, #115 Miami, FL 33178	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> AMERICAN CASUALTY COMPANY OF READING PENNSYLVANIA	<b>NAIC #</b> 20427
	<b>INSURER B:</b> CONTINENTAL CASUALTY CO.	
	<b>INSURER C:</b> VALLEY FORGE INSURANCE COMPANY	
	<b>INSURER D:</b> Great Midwest Insuranc Company	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC  OTHER:			6078721779	6/11/2020	6/11/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6078721782	6/11/2020	6/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$			6078721801	6/11/2020	6/11/2021	EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
							\$
							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			6078721796	6/11/2020	6/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Professional Liab.</b>			AE-GM-0000013-00	8/18/2020	8/18/2021	Each Claim 3,000,000
D	<b>Professional Liab.</b>			AE-GM-0000013-00	8/18/2020	8/18/2021	Aggregate 3,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Delray Beach  
100 NW 1st Street  
Delray Beach, Florida 33444

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

AUTHORIZED REPRESENTATIVE

**CITY OF DELRAY BEACH**

**PROPOSAL FOR CEI SERVICES**

**FOR**

**Reclaimed Water Main Area 10**

**SUBMITTED BY:**



**2/25/2021**

# **CITY OF DELRAY BEACH**

## **Reclaimed Water Main Area 10**

### **Agreement for Construction Engineering & Inspection Services**

#### **I. PROJECT DESCRIPTION**

This Service Authorization provides Construction Engineering & Inspection (CEI) services for the construction of the Reclaimed Water Main Area 10 improvements. The water main will be installed via Horizontal Directional Drilling, Jack and Bore, and Open Cut. The following is a general list of the work included:

- a. Mobilize and MOT
- b. Excavate, Dewater, Backfill
- c. Install new reclaimed water main HDPE piping through directional bore and jack & bore for FEC location, gate valves, air release valves, shutoff valves and other pipe fittings.
- d. Install sub-base and base for open cut roadway.
- e. Repair all damaged concrete sidewalks, curb, valley gutter and asphalt of roadway
- f. Mill & resurface asphalt where necessary.
- g. Put in place all sod and Landscape.
- h. Connect all utilities.

The work is located in the City of Delray Beach right-of-way. The project will be constructed in two (2) phases per plans. The budget proposed in this agreement is based on a contract duration of 150 days to substantial completion and 30 additional days to final completion.

#### **SCOPE OF SERVICES**

##### **Phase 1 – Construction Administration and CEI Inspection Services**

Consultant shall provide CEI services as identified and further detailed below:

##### **Task 1.1 – Constructability Field Review**

CEI shall conduct a field review of the Design Drawings with the Awarded Contractor to determine if there are any constructability issues, conflicts not shown, or any Contractor proposed cost saving changes. The intent will be to address these items prior to construction. CEI will coordinate a meeting with the City and Engineer of Record to discuss any discovered issues and recommendations to resolve.

### **Task 1.2 - Preconstruction Conference**

CEI shall prepare the agenda and facilitate the pre-construction conference with the City's Awarded Contractor and City staff. CEI will coordinate with all associated Permitting Agencies to attend the meeting. CEI will prepare and issue written minutes of meeting.

### **Task 1.3 – Submittal Review**

CEI shall receive, log, and review all Shop Drawings and Product Submittals for general conformance with the design intent and provisions of the Contract Documents. CEI will review and return submittals to City and Contractor within 14 days of receipt. These reviews will include submittals specific to Horizontal Directional Drilling and Jack and Bore in coordination with the FEC Railway. Any substitutions from the requirements of the City's Standard Details and those shown within the construction plans to be presented to the City for review / approval.

### **Task 1.4 – Progress Meetings**

CEI shall conduct One (1) Formal Progress Meeting per month with an agenda and written summary of the issues discussed, and One (1) Field Mid-Month Progress Meeting conducted by CEI's Project Administrator. Formal Monthly Progress meetings will be conducted by the Construction Manager with the Project Administrator and Inspector also in attendance depending on work activities. The CEI may prepare meeting agendas and minutes at the discretion of the City Construction Manager. The Formal Monthly Progress Meetings will be held at the City facilities or virtually upon City request.

### **Task 1.5 – Pay Estimate Review**

CEI shall review monthly payment applications submitted in a format acceptable to the City. Consultant shall verify the quantities as represented on the pay request and make a recommendation to the City to proceed with the payment as requested, or as modified based on CEI review. CEI will prepare Contractor ratings with each pay application. A 180-day total construction period is assumed for budgeting this task.

### **Task 1.6 – Construction Administration**

CEI's Construction Manager shall establish the Lines of Communication with City and Contractor as the lead point of contact for all written communication administered on the project. The CEI's Construction Manager will develop FTP Site for the Project team to access documents and visit the project site an average of 8 hours a month for the six (6) month construction time frame.

### **Task 1.7 – Construction Schedule Review**

CEI shall monitor the construction schedule monthly and report to the City conditions that may cause delay in completion. If Schedule slippage is identified, the CEI will notify



the Contractor in writing and request the Contractor to provide a recovery plan.

**Task 1.8 - Construction Clarifications**

CEI shall respond in writing to Contractor's Request for Information (RFI) regarding the design documents. Consultant shall coordinate with Design Engineer as required to issue design interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered and a response prepared and submitted to the Contractor in a timely manner.

**Task 1.9 – Construction Claims and Changes**

CEI shall prepare and negotiate City requested or Contractor initiated Change Orders (CO) and Work Change Directives (WCD) as required.

CEI will also review and respond to all Contractor Delay Claims or Requests for Compensation within the established Construction Contract Period, and respond per the Contract Documents.

**Task 1.10 – Quality Assurance (QA) Program**

CEI shall develop a QA Plan and furnish the QA Plan to the Construction Project Manager for notification. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement.

CEI shall maintain all necessary records for QA Plan compliance and initiate QA Plan Review to make any necessary revisions during the Construction Project.

**Task 1.11 – Material Sampling Tracking & Oversight**

CEI shall track and oversee Contractor's Testing Lab for all specified Material Sampling and Testing and verify Chain of Custody. CEI shall also review signed and sealed reports from testing agencies for compliance.

**Task 1.12 - Certification of Construction Completion**

CEI shall notify the City and Contractor in writing once the Project is deemed to meet Contract Completion milestones. CEI shall certify based on visible project features inspections, and review of testing reports that the project was constructed in General Conformance with the Plans & Specifications, and all Permit Conditions.

### **Task 1.13 - Substantial and Final Inspections**

In conjunction with City staff, CEI shall make preliminary and final inspections and assist in the preparation of a Project Completion "punch list" to achieve Final Completion. CEI shall review completion of identified punch list items to assist in the determination that Final Completion has been achieved by the Contractor. CEI shall advise the City and provide formal notice to the Contractor once Final Acceptance of the project has been reached in accordance with the Contract Documents.

### **Task 1.14 – Record Drawings**

CEI shall review monthly progressive As-built Record Drawings from the Contractor and provide comments to achieve the Final Set of As-built Record Drawings upon Final Completion.

### **Task 1.15 – Inspection Services**

CEI shall provide One (1) Part-Time Project Engineer during construction of the work for the entire length of the construction contract (180-days) plus 14 days before construction for submittal reviews and pre-construction meeting, and 14 days after construction for project closeout. The total Project Engineer shall be a total of 80 hours.

CEI shall provide One (1) Full Time Senior Inspector for the construction contract (150-day construction period). The intent of this position will be to have a single inspector for the duration of the project, unless that individual is out on vacation, sick leave, etc. This will help ensure project continuity. That inspector will reduce to Part-Time (60%) upon substantial completion of the project. The inspector's hours shall be full-time (40 hours/week) for the entire 150 day construction period for a total of 858 hours plus part-time (24 hours/week) for the 30 days after substantial completion for a total of 103 hours. The grand total for the Inspector will be 961 hours.

Activities performed by Consultant under this task consist of furnishing Inspectors during the construction of the project, to observe the quality of the construction work, and to determine, in general, if the construction is proceeding in accordance with the Contract Documents so that an engineering certification can be made regarding the construction of the proposed improvements.

The Senior Inspector shall:

- Serve as Consultant's liaison with construction Contractor, working principally through the Contractor's Superintendent and assisting him in understanding the intent of the Contract Documents.
- Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the Contract Documents and that completed work conforms to the Contract Documents. Consultant's Construction

Manager shall report, in writing to the City, whenever Consultant believes that work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.

- Accompany visiting inspectors representing permit or regulatory agencies having jurisdiction over the project. Record in writing, the outcome of these inspections and report same to City.
- Consider and evaluate construction Contractor's suggestions for modifications in drawings or specifications and report them to the City, in writing. CEI's Construction Manager shall make recommendation for action by the City.
- Review Contractor's As-Built Record Drawing information on a monthly basis to confirm proper updates are being made.
- Assist the Contractor in coordinating all required materials and density testing, as required by the Construction Documents.
- Inspector shall work with the Contractor and develop a Daily Pay Item Quantity Sheet (based on the approved Schedule of Values) to be reviewed and accepted each day agreeing to the quantities of Schedule of Value items installed.
- Inspector will also act as the field representative for public interaction. If members of the community have questions this individual should be able to answer project related questions and concerns.

## **LIMITATIONS OF AUTHORITY**

Limitations of Inspectors Authority. Except upon written instructions from the City, Inspector:

1. Shall not exceed limitations on CEI's authority as set forth in the Contract Documents.
2. Shall not undertake any of the responsibilities of Contractor, Subcontractors or CEI Construction Manager, or expedite the Work.
3. Shall not issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
4. Shall observe and oversee but not participate in specialized field or laboratory tests.

## **Phase 2 – Public Outreach**

CEI shall prepare template for door hangers and letter to affected parties in the project limits and will provide the staffing to distribute project information accordingly. The City will use its own resources to purchase all supplies such as paper, ink, envelopes, and postage.

## II. COMPENSATION

The compensation for CEI services provided shall be billed on either a Lump Sum or hourly basis plus reimbursable expenses for each phase of work, up to the following not to exceed cost for each phase. Refer to *Fee Estimate* attachment for budget summary.

<u>CEI Services</u>	<u>Estimated Fees</u>
Phase I – Construction Administration & Inspection	\$ 118,080.00 (NTE)
Phase II – Public Outreach	\$ 5,942.00 (NTE)
<b>TOTAL PROJECT COST</b>	<b>\$ 124,022.00</b>

Task Description / Activity							
Payroll Classification	Senior Engineer	Construction	Engineer II	Senior Inspector	Admin. Support	Total	Total
	Project Engineer	Construction Manager	Public Outreach	Sr. Inspector	Clerical	Work Hours	Labor Costs
Contract - Hourly Rates	\$150.00	\$118.00	\$118.84	\$80.00	\$70.00		
PHASE 1 - CONSTRUCTION ADMINISTRATION & CEI INSPECTION SERVICES	80.00	200.00	0.00	961.00	80.00	1321.00	
PHASE 2 - PUBLIC OUTREACH	0.00	0.00	50.00	0.00	0.00	50.00	
Total Workhours	80.00	200.00	50.00	961.00	80.00	1371.00	
Sub-Total Dollars	\$12,000	\$23,600	\$5,942	\$76,880	\$5,600		\$124,022.00
Consultant							\$124,022.00
Total Dollars*							\$124,022.00
*Hours of work are esimated and may not represent the actual hours required to complete the project							



RESOLUTION NO. 54-21

A RESOLUTION OF THE CITY OF DELRAY BEACH, FLORIDA APPROVING AN AGREEMENT WITH A&P CONSULTING TRANSPORTATION ENGINEERS CORP. FOR CONSTRUCTION, ENGINEERING, AND INSPECTION SERVICES FOR THE RECLAIMED WATERMAIN FOR AREA 10; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (City) is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City requires Construction, Engineering, and Inspection Services for the Reclaimed Watermain for Area 10 construction project; and

WHEREAS, the City desires to enter into an agreement with A&P Consulting Transportation Engineers Corp. for the Construction, Engineering, and Inspection Services for the Reclaimed Watermain for Area 10 construction project; and

WHEREAS, the City Commission deems approval of this resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

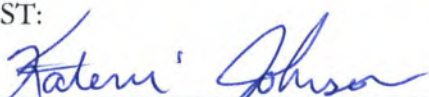
Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and A&P Consulting Transportation Engineers Corp., which is attached to this Resolution as Exhibit "A".

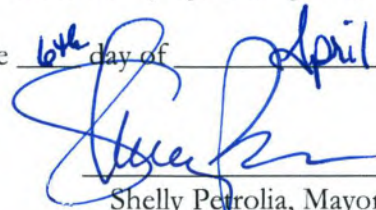
Section 3. The City Commission authorizes the City Manager to execute any amendments and/or renewals thereto, and take any other actions necessary to effectuate this Agreement.

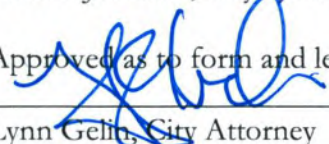
Section 4. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the 6th day of April, 2021.

ATTEST:

  
Katerri Johnson, City Clerk

  
Shelly Petrolia, Mayor

  
Lynn Gelin, City Attorney

## CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Agreement with A & P Consulting Transportation Engineers Corp for CEI Services for Reclaimed Watermain for Area 10

Department: Public Works

Contact person: Ilyse Triestman

City Manager approval ☐

City Commission approval ☒

Reviewed by Purchasing ☒

Agenda item #:

Agenda meeting date: 4/6/2021

Resolution #: 54-21

Agreement Action:

New ☒

Renewal\* ☐

Amendment\* ☐

\*Renewal: Only change is the agreement term  
\*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

### Agreement Terms:

### Comments/Specific Provision in Agreement

Term (Duration of Agreement)	Art. 5: effective date through completion and acceptance of work
Termination Clause	RFQ 28- For convenience, 29- for default, 30- for fraud and misrepresentation
Renewal Clause	n/a
Insurance	City standard
Indemnification	City standard
Assignment	RFQ 22: not without written consent
Fiscal Funding Requirement	66
FL. Public Records Provision (2016)	50
Inspector General Provision	32
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	42- each party to bear own
E-verify	Art. 6

### Business Principles:

### Comments

Fees: Total Value	\$124,022.00
Fees: Per Fiscal Year	

### Other Issues:

### Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only