



CITY OF DELRAY BEACH  
**100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444**

AGREEMENT FOR PROFESSIONAL SERVICES

RFQ 2017-035

BAXTER & WOODMAN, INC. DBA MATHEWS CONSULTING, A BAXTER  
& WOODMAN COMPANY

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES (CCNA)**

**AGREEMENT NO. RFQ 2017-035**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (the “effective date”), by and between the **City of Delray Beach**, a Florida municipal corporation (hereinafter referred to as “City”), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, Florida, 33444, and **Baxter & Woodman, Inc. DBA Mathews Consulting, a Baxter & Woodman Company**, an Illinois corporation authorized to do business in the State of Florida (hereinafter referred to as “Consultant”), whose principal address is 8678 Ridgefield Road, Crystal Lake, Illinois, 60012.

WHEREAS, the City desires to retain the services of the Consultant to provide certain Professional Services in accordance with the City’s Request for Qualifications 2017-035, Design of Osceola Park Neighborhood Improvements, any addenda related to same and the Consultant’s response thereto, which are attached hereto and incorporated herein as Exhibit “A”.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Consultant 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 scope of services set forth in the City’s Request for Qualifications 2017-035, and the Consultant’s response to the Request for Qualifications, including all addenda and documentation required thereunder.

**ARTICLE 2. SCOPE OF SERVICES**

The Consultant shall provide Professional Services to the City, under the following categories of work as defined in the Request for Qualifications:

- a. Category(s)
  - i. Engineering Services
  - ii. Surveying/Mapping Services
  - iii. Landscape Architectural Services

The Consultant shall provide the services on an as-needed and project-by-project basis, based on work requests from City departments through the issuance of Service Authorizations.

### ARTICLE 3. COMPENSATION

The City shall pay the Consultant for performing the Services based on the Prices and Rates shown in Exhibit "B", which is attached hereto and incorporated herein.

### ARTICLE 4. TERM

The term of this Agreement shall be from the effective date for until successful completion of the scope of services. Nothing contained in the Request for Qualifications or this Agreement shall be construed by the Consultant as a guarantee of work from the City. The City reserves the right to extend the Agreement, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

At the City's request, the Consultant shall continue services beyond the final expiration date. This extension period shall not extend for more than one year beyond the final expiration date of the Agreement. The Consultant shall be compensated at the rate in effect when this extension period is invoked by the City.

### ARTICLE 5. TERMINATION

a. This Agreement may be terminated by the City, with or without cause, upon providing written notice to the Consultant. This Agreement may be terminated by the Consultant upon thirty (30) days' prior written notice to the City. Upon any such termination, the Consultant waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the Consultant is in breach of this Agreement, the City shall pay the Consultant for services rendered through the date of termination in accordance with the terms of this Agreement.

b. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

### ARTICLE 6. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County,

Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### ARTICLE 7. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective Parties, however, this clause pertains only to the Parties to this Agreement.

#### ARTICLE 8. ASSIGNMENT

The City and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the City nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

#### ARTICLE 9. PUBLIC RECORDS

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, City CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE City CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [PUBRICRECORDSREQUEST@MYDELRAYBEACH.COM](mailto:PUBRICRECORDSREQUEST@MYDELRAYBEACH.COM).**

Consultant shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Successful Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Consultant does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

#### ARTICLE 10. INSPECTOR GENERAL

Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Consultant and its subcontractors and lower tier subcontractors. Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Consultant or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

#### ARTICLE 11. INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Consultant or its employees, agents, servants, partners, principals, or subcontractors. The Consultant shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon to the extent caused by the Consultant or its employees, agents, servants, partners, principals, or subcontractors. The Consultant expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the Consultant shall in no way limit the

responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

## ARTICLE 12. 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 sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

As to the City:

**City of Delray Beach**  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444  
Attn: City Manager

With a copy to:

**City of Delray Beach**  
200 NW 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney

As to the Consultant:

**Mathews Consulting, a Baxter & Woodman Company**  
477 S. Rosemary Avenue, Suite 330  
West Palm Beach, Florida 33401  
Attn: Vice President of Florida Operations

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. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- i. Terms and conditions as contained in this Agreement.
- ii. Terms and conditions of RFQ 2017-035.
- iii. Consultant's response to RFQ 2017-035 and any subsequent information submitted by Consultant during the evaluation and negotiation process.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

**CITY OF DELRAY BEACH, FLORIDA**

By: \_\_\_\_\_  
Cary D. Glickstein, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
R. Max Lohman, City Attorney

**CONSULTANT**

By: 

Title: Vice President

**WITNESSES:**

By: S Fox

Print Name: Sara Fox

By: Courtney Marshall

Print Name: Courtney Marshall



## **EXHIBIT “A”**



CITY OF DELRAY BEACH  
100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

**RFQ No. 2017-035**  
**Project No. 16-095**  
**Design of Osceola Park Neighborhood**  
**Improvements (907-35)**

MAYOR	- CARY D. GLICKSTEIN
VICE MAYOR	- AL JACQUET
DEPUTY VICE MAYOR	- JORDANA JARJURA
DEPUTY VICE MAYOR	- MITCH KATZ
COMMISSIONER	- SHELLY PETROLIA
INTERIM CITY MANAGER	- NEAL DE JESUS

Purchasing Department ♦ (561) 243-7123 ♦ [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)

**CITY OF DELRAY BEACH, FLORIDA  
PURCHASING DEPARTMENT  
REQUEST FOR QUALIFICATIONS**

**RFQ No. 2017-035  
Design of Osceola Neighborhood Improvements  
Project No. 16-095  
Summary**

**ISSUE DATE: February 15, 2017**

**DEPARTMENT: Environmental Services  
Department**

**DUE DATE: March 9, 2017**

**TIME: 2:00, ET**

The City of Delray Beach, Florida is soliciting proposals for civil engineering Design of the Osceola Neighborhood Improvements, as identified in the Scope of Services herein. Any Proposer wishing to submit a proposal must comply with the requirements contained in this Request for Qualifications (RFQ).

A Non-Mandatory Pre-proposal conference is scheduled for February 24, 2017, at 9:00 A.M., ET in the City of Delray Beach (City) Environmental Services Building, Training Room, 434 S. Swinton Avenue, Delray Beach, FL. Information regarding the solicitation requirements and the City's solicitation process are provided during the pre-solicitation conference. Interested parties are encouraged to attend.

1. **NOTIFICATION:** The City utilizes the following methods for notification and distribution of solicitation opportunities:

- BidSync – [www.bidsync.com](http://www.bidsync.com)
- Purchasing webpage on the City of Delray Beach [website](#)
- Request via email [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com)
- Hard copies are available at City Hall

These are the only methods of notification and distribution authorized by the City. The City will not be responsible for receipt of notification and information from any source other than those shown above. It shall be the Proposer's responsibility to verify the validity of all RFQ documents and solicitation information received by sources other than those listed.

2. **REQUIRED INFORMATION:** This RFQ contains various sections which require completion. Responses to this RFQ (Proposals) must be completed and returned prior to the Due Date and Time for Proposal opening or the Proposer will be found non-responsive.
3. **CORRESPONDENCE:** The number of this RFQ must appear on all correspondence or inquiries pertaining to this RFQ.
4. **NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the solicitation process for this RFQ shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

5. **ADDENDA:** Any interpretations, corrections, or changes to this RFQ will be made by addenda. Sole issuing authority shall be vested in the City Purchasing Department. Addenda will be posted and available through the City notification methods shown above.
6. **ELECTRONIC PROPOSAL SUBMISSION:** Submission of Proposals electronically will be through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the Due Date and Time as indicated in this RFQ. BidSync does not accept electronic Proposals after the Due Date and Time. It is the sole responsibility of the Proposer to ensure their proposal reaches BidSync before the solicitation Due Date and Time. There is no cost to the Proposer to submit a proposal to a City via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate file.

**Additionally, Proposers who submit an proposal electronically via BidSync shall deliver three copies of the proposal each on separate universal serial bus (USB) portable flash memory cards to the City in a sealed container per Item 8 below .**

USB electronic copies should be in Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the original. Electronic copies must be received on or before the Due Date and Time (local time) at the City of Delray Beach, Purchasing Department, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida, 33444. The Proposer's name, return address, the RFQ number, RFQ title, Due Date and Time must be noted on the outside of the sealed container.

7. **HARD COPY (PAPER) PROPOSAL SUBMISSION:** Paper hard copies of Proposer's proposal may be submitted as an alternative method. The proposal and all copies must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida, 33444. Proposals must be presented to the Purchasing Department in a sealed container unless otherwise indicated.

It is the sole responsibility of the Proposer to utilize the forms provided in this RFQ and to ensure their proposal is delivered to the City Hall Lobby reception desk prior to the Due Date and Time. The Proposer's name, return address, the RFQ number, RFQ title, Due Date and Time must be noted on the outside of the sealed container. Included in the sealed container shall be:

- One (1) unbound original clearly identifying Proposer and marked "ORIGINAL".
  - One (1) copies clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
  - Three (3) electronic copies clearly identifying Proposer.
8. **ELECTRONIC FORMAT COPIES:** Electronic format copies should be submitted on separate USB portable flash memory cards/drives in Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the original. Electronic copies must be received on or before the Due Date and Time (local time) at the

City of Delray Beach, City Hall Lobby reception desk located at 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida, 33444. Electronic format copies must clearly identify Proposer and be submitted in a sealed container.

**NOTE: Proposal responses submitted via facsimile or email will not be accepted.**

9. **LATE PROPOSALS:** The City shall not be responsible for a Proposer's inability to submit a proposal via BidSync by the Due Date and Time for any reason. Hard copy proposals received at the City of Delray Beach City Hall after the Due Date and Time shall be returned unopened and will be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, issues arising from the use of BidSync. or any other reasons. City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays.
10. **PROPOSAL OPENINGS:** All proposals submitted before the Due Date and Time shall be publicly opened by the Purchasing Department at the City Hall Building, located at 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, FL or other designated City location as posted. The Purchasing Department will decrypt responses received in BidSync immediately following the designated Due Date and Time. Proposers and the public are invited to attend Proposal openings. Only the Proposers' names will be read aloud at the Proposal opening.
11. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any proposal. The City may also reject any or all proposals without cause prior to award.
12. **EVALUATION:** Proposals will be evaluated as outlined in this RFQ.
13. **AWARD:** The City reserves the right to accept any proposal or combination of proposal alternates which, in the City's judgment will best serve the City's interest, reject any and all proposals or any part of a proposal, and to negotiate terms with the Successful Proposer. The City reserves the right to waive any informality in a proposal, and to award the purchase in the best interest of the City.

The City reserves the right to award the Agreement on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

The City reserves the right to make an award to the responsive and responsible Proposer whose product or service meets the terms, conditions, and specifications of the RFQ and whose Proposal is considered to best serve the City's interest.
14. **INFORMATION:** Within this RFQ are several Sections. Section 1 provides the scope of services, Section 2 describes the Terms and Conditions that will apply to this RFQ and any resulting Agreement. Section 3 describes the Proposal Response Requirements to be provided by the Successful Proposer. Section 4 provides the scope of work and Section 4 provides forms and instructions for preparing a proposal in response to this RFQ.
15. **RFQ SCHEDULE:** A summary schedule of the major activities associated with this solicitation is presented in Table 1, below. The City, at its sole discretion, may modify this

schedule as the City deems appropriate.

Table 1

ACTIVITY	DATE
Issue RFQ	February 15, 2017
Non-Mandatory Pre-proposal Conference	February 24, 2017 at 9:00 a.m., ET ESD Training Room
Deadline for Delivery of Questions	March 2, 2017 at 5:00 p.m., ET
Due Date and Time (for delivery of Proposals)	March 9, 2017 by 2:00 p.m., ET
Institute Cone of Silence	March 9, 2017 at 2:00 p.m., ET
Phase 1 Evaluation Completed	March 16, 2017
Selection Committee Meeting – Technical Evaluations	March 24, 2017 at 9:00 a.m., ET ESD Board Room
Selection Committee Meeting – Interviews (if conducted)	April 3, 2017 at 9:00 a.m., ET ESD Training Room
Selection Committee Meeting - Final Evaluations	April 4, 2017 at 1:00 p.m., ET City Hall Conference Room

**16. MEETING LOCATIONS:**

- **City Hall Conference Room** - located at 100 N.W. 1<sup>st</sup> Avenue, first floor, Delray Beach, FL.
- **ESD Board Room and Training Room** - located at Environmental Services Department Administration Building located at 434 South Swinton Avenue, Delray Beach, FL.

**17. BIDS SYNC:** The City uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended award decision. There is no charge to potential Proposers to register and download the solicitation from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available on the BidSync website well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync.

**18. POINT OF CONTACT:** For information concerning procedures for responding to this RFQ, contact the City Purchasing Department via email at [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com). Such contact shall be for clarification purposes only.

**19. QUESTIONS:** Each Proposer must examine this RFQ, which incorporates all its addenda, appendices, exhibits, drawings, instructions, special conditions and attachments to determine if the requirements are clearly stated. All questions concerning this RFQ, such as discrepancies, omissions and exceptions to any term or condition of the RFQ documents, including the Sample Agreement, should be submitted in writing utilizing the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the RFQ schedule.

Failure of the Proposer to examine all pertinent documents shall not entitle the Proposer to any relief from the conditions imposed in the Agreement.

20. **DEFINITIONS** The City will use the following definitions in its special conditions, scope of services, instructions, addenda and any other document used in the solicitation process:

- A. REQUEST FOR QUALIFICATIONS (RFQ) - City request for proposals from qualified Proposers.
- B. PROPOSER – Person or firm submitting a Proposal.
- C. PROPOSAL – Proposers response to this RFQ.
- D. RESPONSIVE PROPOSER – A Proposer whose Proposal conforms in all material respects.
- E. RESPONSIBLE PROPOSER – A Proposer who meets the minimum qualification requirements and has the capability to perform the Agreement requirements.
- F. FIRST RANKED PROPOSER – The Proposer whose Proposal is deemed the most advantageous to the City after applying the evaluation criteria contained in this RFQ.
- G. SUCCESSFUL PROPOSER – Proposer who is awarded an Agreement for the provision of services detailed in this RFQ.
- H. AGREEMENT – The Agreement, a sample of which is attached hereto and made a part hereof, between the City and the Successful Proposer to perform the services described herein.

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## **SECTION 1: SPECIAL TERMS AND CONDITIONS**

### **A. INTRODUCTION AND INFORMATION**

#### **1. Purpose**

The City is soliciting proposals for the provision of design services for Osceola Neighborhood Improvements as identified in the Scope of Services herein. Any Proposer wishing to submit a proposal must comply with the requirements contained in this RFQ.

Within this RFQ are several Sections. Section 1 describes the Terms and Conditions that will apply to this RFQ and any resulting Agreement. Section 2 describes the Proposal Response Requirements to be provided by the Successful Proposer. Section 3 provides the scope of work and Section 4 provides forms and instructions for preparing a proposal in response to this RFQ.

### **B. TERMS AND CONDITIONS**

#### **1. Addenda, Changes, and Interpretations**

Potential Proposers should utilize the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, technical specifications, conflict, discrepancy, omission or other error discovered in this RFQ. Requests for clarification, modification, interpretation, or changes must be received prior to the Deadline for Delivery of Questions. Requests received after the Deadline may not be addressed.

The City's response to questions and requests for information will be answered within the question/answer feature provided by BidSync. Additionally, all questions received and responses given will be provided via an addendum to this ITB and uploaded to BidSync. Material changes, if any, to the requirements, scope, specifications, or the solicitation process will be made by official written addendum issued by the City and uploaded to BidSync as an addendum to this ITB.

All addenda are a part of the RFQ solicitation documents and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Response will not relieve the Proposer from any obligation contained therein.

#### **2. Evaluation of Proposals**

The City Manager will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFQ. The review process will be conducted at a minimum of two phases. In Phase One, the Chief Purchasing Officer (CPO) or designee shall determine whether each Proposer is responsive and responsible. For the purposes of this RFQ, a responsive Proposer means a Proposer that has submitted a proposal that conforms in all material respects to the requirements in the RFQ. Accordingly, in Phase One, the CPO or designee will determine whether each Proposer correctly submitted all of the necessary forms and documents. For the purposes of this RFQ, a

responsible Proposer means a Proposer meets the minimum qualification requirement(s) in this RFQ, Section 2.

Among other things, a Proposal may be found to be non-responsive if the Proposer failed to provide the information requested in the RFQ; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

In Phase Two, the Selection Committee will evaluate each proposal utilizing the following weighted criteria:

### **Evaluation Criteria**

Criterion	Max Score
Experience, Background, References	30
Similar Completed Projects	20
Approach to Project Management	20
Organizational Structure (capacity, resources, personnel)	20
Interviews	10
<b>Total</b>	<b>100</b>

Each Selection Committee member will evaluate, rank and score the proposals for each of the evaluation criteria. The Selection Committee may create a short list of Proposers from the proposals received and elect to conduct interviews/presentations with the short-listed firms. If the Selection Committee elects to short-list only those proposals from Proposers that are short-listed will be considered for award of the Agreement.

The Selection Committee may rank Proposals without conducting interviews with Proposers. For this reason, each Proposer must ensure that its proposal contains all of the information requested in this RFQ.

If interviews are conducted, the evaluation will be on the knowledge demonstrated by the Proposer and its team members, as well as the team's ideas and vision for services for the City. Consideration will be given for unqualified answers, comprehensive explanations of relevant experience, and understanding of the required services. Consideration will also be given for presentation style. Clarification information as well as information obtained during the interview process will be considered in the final evaluations and ranking of Proposals.

At any time during the Selection process, the City may conduct investigations it deems necessary to evaluate the Proposals. Each Proposer shall promptly provide the City with any additional information reasonably requested by the City. The City shall have the right to make additional inquiries, visit the facilities of one or more of the Proposers, or take any other action the City deems necessary to fairly evaluate a Proposal.

At any time during the Selection process, the City may reject a proposal if the City concludes the Proposer is not qualified (e.g. Proposer does not satisfy the minimum requirements criteria set forth in this RFQ).

The Selection Committee and/or the City Commission may select the Successful Proposer without allowing any presentations or interviews by any Proposer. For this reason, each Proposer must ensure that its proposal contains all of the information requested in this RFQ.

### **3. Award**

The City reserves the right to accept a Proposal(s) and award Agreements that in its judgment will be for the best interest of the City. The City reserves the right to negotiate agreement terms with the Successful Proposers.

### **4. The City's Acceptance or Rejection of Proposals**

The City reserves its exclusive right to:

- Disregard all non-conforming, non-responsive, unbalanced or conditional proposals
- Reject any and all proposals that fail to satisfy the requirements and specifications in this RFQ
- Accept the proposal which is the best overall proposal, based on the selection criteria listed
- Reject any and all non-responsive proposals
- Waive minor irregularities in any proposal
- Issue addenda or otherwise revise the requirements in this RFQ
- Reject all proposals, with or without cause
- Issue requests for new proposals
- Cancel this RFQ

The City may reject a proposal for any reason that the City deems sufficient. For example, the City may reject one or more proposals if (1) the Proposer misstates or conceals any material fact in their proposal; (2) the proposal does not conform to the requirements of applicable Law; (3) the proposal is subject to conditions or qualifications; (4) a change occurs that makes this RFQ unnecessary for the City; (5) any Proposer submits more than one proposal under the same or different names; (6) a Proposer has failed to perform satisfactorily or meet its financial obligations on previous contracts; (7) the Proposer employs unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; and/or (8) or the Proposer is listed on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects.

Any or all proposals may be rejected if the City concludes that collusion existed among two or more of the Proposers. Proposals received from the participants in such collusion will not be considered for the same work in this RFQ if re-advertised.

The City may reject proposals if two (2) or more Proposers are planning a merger, or are in the process of merging with or acquiring other Proposers, and the City concludes that

the Proposers are not submitting bona fide or uncompromised proposals. In such cases, the City may reject all proposals in which such Proposers are involved.

The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

#### **5. Protest Procedures**

As noted above, proposals will be evaluated in two phases. If the Proposer is deemed non-responsive or non-responsible during Phase One, the CPO shall provide notice to the affected Proposer. The CPO shall also post notice on BidSync ([www.bidsync.com](http://www.bidsync.com)) and the bulletin board located in the lobby of City Hall after the Selection Committee provides a recommendation for award at the conclusion of Phase Two.

Any Proposer who is aggrieved by these decisions or a decision of the City Commission may file a protest pursuant to Section 36.04 (entitled "Protest Procedures") of the Delray Beach Code of Ordinances. However, nothing contained in this RFQ shall be deemed to limit the authority of the City Commission under special or general law.

Any Proposer filing a protest shall submit with its protest a Protest Bond, payable to the City, in the amount of fifteen thousand dollars (\$15,000). If the protest is decided in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check.

#### **6. Changes and Alterations**

Proposers may change or withdraw a Proposal at any time prior to the proposal Due Date and Time; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal Due Date and Time.

#### **7. Proposer's Costs**

The City shall not be liable for any costs incurred by Proposers in responding to this RFQ.

#### **8. Invoices/Payment**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related fees and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the Agreement, the City shall not approve or accept the Proposer's work product, and agreement cannot be reached between the City and the Proposer to resolve the problem to the City's satisfaction, the City shall negotiate with the Proposer on a payment for the work completed and usable to the City.

#### **9. Acceptance of Proposals / Minor Irregularities**

The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature, and minor irregularities in the solicitation

process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a Proposer an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a RFQ.

The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

#### **10. Modification of Services**

While this Agreement is for services provided to the department referenced in this RFQ, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of an Agreement resulting from this RFQ, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

The City may require additional items or services of a similar nature, but not specifically listed in the Agreement. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to, that used in establishing the prices set for in the Agreement. If the price(s) offered are not acceptable to the City, the City reserves the right to procure those items or services from other suppliers, or to cancel the Agreement upon giving the Successful Proposer thirty (30) days written notice.

If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

#### **11. Non Exclusive Contract**

Proposer agrees and understands that the Agreement shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another supplier at the City's sole option.

#### **12. Contract Agreement**

By submitting a proposal the Proposer agrees to all terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, attachments and sample Agreement.

The Successful Proposer will be required to execute the Agreement, a sample of which is attached hereto and made a part hereof. The Agreement will incorporate the Successful Proposer's Proposal and any subsequent information requested from the Successful Proposer by the City during the evaluation process.

The City will transmit the Agreement to the recommended proposer for execution. Proposer agrees to deliver two duly executed copies of the Agreement to the City within five (5) calendar days of receipt.

### **13. Subcontractors**

If the Proposer proposes to use subcontractors in the course of providing services to the City, this information shall be a part of the proposal. Such information shall be subject to review, acceptance and approval of the City, prior to any award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Proposer to replace subcontractor with one that meets City approval.

Proposer shall ensure that all of Proposer's subcontractors perform in accordance with the terms and conditions of the Agreement. Proposer shall be fully responsible for all of Proposer's subcontractors' performance, and liable for any of Proposer's subcontractors' non-performance and all of Proposer's subcontractors' acts and omissions. Proposer shall defend, at Proposer's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Proposer's subcontractors for payment for work performed for the City.

Successful Proposer shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the Proposer may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the Successful Proposer.

### **14. Performance Bond/Irrevocable Letter of Credit (if applicable)**

The Proposer will execute and deliver to the City, within ten (10) days after notification of award, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City, in the total amount set forth in the Agreement. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. A surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent must execute the Performance Bond. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Proposer to the City in the event of a material breach of the Agreement by the Proposer.

The City shall monitor the performance of all Proposers. If Proposer performance fails to meet the requirements specified within the contract, the City may without cause and

without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City.

## **15. Insurance Requirements**

The Successful Proposer shall supply proof of insurance, detailing terms and provisions of coverage. Coverage must be received by the Purchasing Department within 10 days of final execution of the Agreement.

Selected Proposer shall carry the following minimum types of insurance:

- A. Workers' Compensation Insurance: with the statutory limits.
- B. Employers' Liability insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- C. Comprehensive General Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) in the aggregate for Bodily Injury and Property Damage.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

- D. Automobile Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence
- E. Professional Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have a Best's rating of A- VII or greater insured. All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Proposer agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Risk Management Department located at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.

## **16. Award of Agreement**

An Agreement may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award an Agreement to more than one Proposer, at the sole and absolute discretion of the in the City.

### **17. Unauthorized Work**

The Successful Proposer(s) shall not begin work until an Agreement has been awarded by the City Commission and a purchase order and/or task order has been issued. Successful Proposer(s) agree and understand that the issuance of a purchase order and/or task order shall be issued and provided to the Successful Proposer(s) following Commission award; however, non-receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the Agreement.

### **18. Uncontrollable Circumstances (Force Majeure)**

The City and Successful Proposer will be excused from the performance of their respective obligations under the Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Proposer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

### **19. News Releases/Publicity**

News releases, publicity releases, or advertisements relating to the Agreement or the tasks or projects associated with the project shall not be made by Proposers without prior City approval.

### **20. Agreement Period**

The initial Agreement term shall commence on the date specified in the Agreement and shall expire upon successful completion of the scope of services.

### **21. Agreement Coordinator**

The City may designate an Agreement Coordinator whose principal duties shall be:

- Liaison with Successful Proposer.



- Coordinate and approve all work under the Agreement.
- Resolve any disputes.
- Assure consistency and quality of Successful Proposer's performance.
- Schedule and conduct Successful Proposer performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

## **22. Substitution of Personnel**

It is the intention of the City that the Successful Proposer's personnel proposed for the Agreement will be available for the Agreement Period. In the event the Successful Proposer wishes to substitute personnel, Successful Proposer shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Agreement for cause.

## **23. Public Records**

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM](mailto:PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM).**

Successful Proposer shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Successful Proposer does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Successful Proposer or keep and maintain public records required by the City to perform the service. If the Successful Proposer transfers all public records to the City upon completion of the Agreement, the

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

- v. If the Successful Proposer does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

#### **24. REQUEST FOR RECORDS; NONCOMPLIANCE**

All requests to inspect or copy public records relating to a City Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Successful Proposer of the request, and the Successful Proposer must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

If Successful Proposer does not comply with the City's records request for records, the City shall enforce the Agreement provisions in accordance with the Agreement. If Successful Proposer fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statute Chapter 119.10.

If a civil action is filed against Successful Proposer to compel production of public records relating to a City Agreement for services, the court shall assess and award against the Successful Proposer the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the Successful Proposer unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Successful Proposer has not complied with the request, to the public agency and to the contractor. A notice complies if it is sent to the City's custodian of public records and to the Successful Proposer at the Successful Proposer's address listed on its Agreement with the City or to the Successful Proposer's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Successful Proposer who complies with a public records request within eight business days after the notice is sent is not liable for the reasonable costs of enforcement.

- 25. Limitations on Communication-Cone of Silence:** Proposers are advised that a Cone of Silence will be in effect during this RFQ. The Cone of Silence is effective from the Due Date and Time until award is made by the City Manager and/or Commission. The Cone of Silence prohibits any communications, regarding this RFQ, between the Proposers or any Person representing the Proposers, and any member of the City Commission, the Commission's staff, any City employee authorized to act on behalf of the City to award the Agreement under this RFQ, or any member of the Selection Committee. All

correspondence regarding this RFQ must be in writing and must be directed to the Chief Purchasing Officer, who is the only Person authorized to receive such documents.

Section 36.13 of the City Code provides "any person participating in a competitive solicitation issued by the City shall comply with Section 2-355 of the Palm Beach County Code of Ordinances." The County Code provides as follows:

- A. 'Cone of Silence' means a prohibition on any communication, except for written correspondence, regarding a particular request for proposals, request for qualification, bid, or any other competitive solicitation between:
  - (1) Any person or person's representative seeking an award from such competitive solicitations; and
  - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular Agreement.
- B. For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- C. The Cone of Silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The Cone of Silence applies to any person or person's representative who responds to a particular request for proposals, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposals, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- D. The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, Bidder negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the Cone of Silence shall not apply to Bidder negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- E. The Cone of Silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- F. The Cone of Silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves an Agreement, rejects all Bids or responses, or otherwise takes action which ends the solicitation process.

- G. Any Agreement entered into in violation of the Cone of Silence provisions in this section shall render the transaction voidable.

**26. OFFICE OF THE INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed city contracts, transactions, accounts and records. The City has entered into an Inter-local Agreement with Palm Beach County for Inspector General Services. This agreement provides for the Inspector General to provide services to the City in accordance with the City functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the City and receiving City funds shall fully cooperate with the Inspector General, including providing access to records relating to the Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the parties doing business with the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

Proposer agrees that it is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of purchases and Agreements, and may demand and obtain records and testimony from Proposer and its sub licensees and lower tier sub licensees. Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Proposer or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any order.

Failure to cooperate with the Inspector General, or interference with or impeding any investigation shall be a violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**30. PUBLIC ENTITY CRIMES:** Pursuant to Florida Statutes 287.133, as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an Agreement to provide any goods or services to a public entity, may not submit a proposal on an Agreement with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as an Agreement or, supplier, subcontractor or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Each Proposer must certify that the Proposer is not subject to these prohibitions regarding public entity crimes.

**31. SCRUTINIZED COMPANIES:** This Section applies to any Agreement for goods or services of \$1 million or more. The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, that it does not have business operations in Cuba or Syria and t as provided in Florida Statutes 287.135. The City may terminate an Agreement at the City' s option if the Proposer is found to have submitted a false certification as provided under

subsection (5) of Florida Statutes 287.135 or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Florida Statutes 287.135.

32. **DEBARRED OR SUSPENDED PROPOSERS:** The Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals or subcontractors are presently debarred or suspended by any Federal, State or City department or agency.
33. **LOBBYING ACTIVITIES:** All Proposers are advised that the Palm Beach County Lobbyist Registration Ordinance (Section 2 - 351 of the Palm Beach County Code of Ordinances) applies to the City and this solicitation. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFQ process.
34. **COMPLIANCE WITH LAWS:** Proposer shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant any order.
35. **NON-DISCRIMINATION:** The Proposer shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Proposer will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractor to be in compliance.
36. **CONFLICT OF INTEREST:** By submitting a Proposal, Proposer declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City is directly or indirectly interested in this Proposal or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or

The award is subject to provisions of State Statutes and City Ordinances. All Proposers must disclose with their Proposal the name of any officer, director or agent who is also an employee of the City. Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of it's' branches.

37. **ANTI-COLLUSION:** Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future City solicitations for a specified period.

38. **CITY POLICIES:** Successful Proposer shall comply with the City Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City Human Resources Division. Violations of these policies may result in cancellation/termination of the Agreement.
39. **TRADE SECRET:** Any language contained in the Proposer's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

40. **VENUE:** Proposers waive the privilege of venue and agree that any legal action brought pursuant to this RFQ or any resulting Agreement between Proposer and the City will be in Palm Beach County, Florida and that all litigation between Proposer and the City in the federal courts shall take place in the U.S. District Court for the Southern District of Florida.

Proposer hereby waives any claim against City and its officers, employees, volunteers or agents for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of the Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring the Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

41. **INDEMNITY/HOLD HARMLESS AGREEMENT:** Proposer shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Proposer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of any order including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or

demand, Proposer shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of any order. To the extent considered necessary by the Chief Purchasing Officer and the City Attorney, any sums due Proposer under any order may be retained by City until all of City's claims for indemnification pursuant to any order have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

- 43. SPECIFICATIONS:** The specifications contained in the Scope of Services may include items that are considered minimum, mandatory, or required. If any Proposer is unable to meet or exceed these items and feels that the specifications are overly restrictive, the Proposer must notify the Purchasing Department prior to the Deadline for Delivery of Written Questions and Objections. If no such notification is received prior to the Deadline for Delivery of Written Questions, the City will consider the specifications to be acceptable to all Proposers.

- 44. PROTEST PROCEDURES:** Parties that are not actual proposers including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

Upon notification by the City that a proposer is deemed non-responsive and/or non-responsible, the, proposer or responder who is deemed non-responsive and/or non-responsible may file a protest with the Chief Purchasing Officer by close of business on the third business day after notification (excluding the day of notification) or any right to protest is forfeited.

Likewise, after a Notice of Intent to Award an Agreement is posted, any actual proposer who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Chief Purchasing Officer by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited.

Any proposer filing a protest shall simultaneously provide a Protest Bond to the City in the amount of \$15,000. If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the City. The Protest Bond shall be in the form of a cashier's check, and shall be in the amount specified in the Sealed Competitive Method documents.

Any actual proposer that does not formally protest or appeal in accordance with this City Code Ordinance 36.04 shall not have standing to protest the City Commission's award.

Proposal protests will follow the procedures set forth in City Code Ordinance 36.04.

- 45. ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City encourages Proposers to submit a Proposal or, if requested an alternate proposal, containing items and/or the use of items with recycled content. When submitting a Proposal

with recycled content items, Proposer shall provide documentation to the City to support their claim of the recycled content. The City prefers packaging consisting of materials that are degradable or that able to be recycled. When specifically stated in the RFQ, the City may give preference to proposals containing items and/or the use of items manufactured with recycled material or packaging that is recyclable.

- 46. USE OF OTHER GOVERNMENTAL AGREEMENTS:** The City reserves the right to reject any part or all of any proposal received and utilize other available governmental agreements, if such action is in its best interest.
- 47. PROHIBITION OF INTEREST:** No Agreement will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes, City Ordinances, the Palm Beach County Code of Ethics, and all other applicable rules and regulations relating to this issue. Proposers must disclose any such affiliation in their Proposal. Failure to disclose any such affiliation will result in disqualification of the Proposer, removal of the Proposer from the City's Proposer lists, and prohibition of the Proposer from engaging in any business with the City for a specified period.
- 48. LEGAL REQUIREMENTS:** Applicable provisions of all federal, State of Florida, and Palm Beach County laws, local ordinances, rules and regulations shall govern development, submittal and evaluation of Proposals submitted in response to this RFQ and shall govern any and all claims and disputes which may arise between Proposers and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
- 49. PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this RFQ, will be considered to be net 30 days after the date of receipt of a correct invoice by the City Finance Department. Proposer may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Proposer offers a discount, it is understood that the discount time will be computed from the date of receipt of correct invoice by the City Finance Department.
- 50. PROPOSAL FIRM FOR ACCEPTANCE:** Proposer warrants that by virtue of submitting a Proposal, the Proposal will be firm for acceptance by the City for a period of one hundred fifty days from the Due Date and Time.
- 51. COMMUNICATIONS:** Only written communications from Proposer, which are signed by a person authorized to bind the Proposer will be recognized by the City as duly authorized expressions on behalf of Proposer.

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## **SECTION 2: PROPOSAL RESPONSE REQUIREMENTS**

### **1. HISTORY AND BACKGROUND**

The Osceola Park Neighborhood Area is located immediately south of the Delray Beach Central Business District. It is bordered by S.E. 5th Avenue (Federal Highway southbound) on the east; Swinton Avenue on the west; S.E. 2nd Street on the north; and S.E. 10th Street on the south. The Fee Railway bisects the Area, running diagonally from northeast to southwest. Three-quarters of the Area is located east of the railway and is represented by the Osceola Park Neighborhood Association. There are no formal neighborhood associations for the portion of the Area located west of the railroad.

The Osceola Park Redevelopment Plan calls for alley improvements in the residential areas where appropriate. Design for the alley construction was completed in previous fiscal years; however some residents opposed the alleys and the creation of an assessment district to fund the improvements.

In response to the resident's concerns, the City proceeded with the construction of the water and sewer upgrades only. There has been renewed interest from the residents to implement the alley improvement plans as well as traffic calming and pedestrian improvements. Also milling and resurfacing of approximately 3.90 miles is included in this Project. The Community Redevelopment Agency (CRA) funding for the design is approximately \$837,000.

### **2. PROPOSER STATEMENT OF ORGANIZATION**

Provide information on Proposer as follows:

- A. Legal contracting name including any dba.
- B. State of organization or incorporation.
- C. Ownership structure of Proposer's company.  
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
- D. Federal Identification Number.
- E. Contact information for Proposer's Corporate headquarters.
  - Address
  - City, State, Zip
  - Phone
- F. Contact information for Proposer's Local office (if any).
  - Address
  - City, State, Zip
  - Phone

- G. Years in business
- H. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, and phone numbers
- I. Any additional organizational information that Proposer wishes to supply to augment its proposal
- J. Contact information for Proposer's Primary representative during this RFQ process.
  - Name
  - Phone
  - E-mail
  - Mailing Address
  - City, State, Zip
- K. Contact information for Proposer's Secondary representative during this RFQ process.
  - Name
  - Phone
  - E-mail
  - Mailing Address
  - City, State, Zip
- L. Briefly summarize any current or pending litigation in which Proposer is a part to.
- M. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

### 3. MINIMUM QUALIFICATION REQUIREMENTS

Each proposer shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

- A. Must be registered with the State of Florida. Division of Corporations to do business in Florida.

**No documentation is required. The City will verify registration.**

- B. Must have been in business for a minimum of twenty-four months prior to the Due Date and Time.

**Provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms Bidder has been in business for a minimum of twenty-four months prior to the Due Date and Time.**

- C. Must hold a Certificate of Authorization (CA) to provide engineering services in the State of Florida issued by the Florida Board of Professional Engineers.

**Provide a screen shot or a copy of Proposer's CA issued by the Florida Board of Professional Engineers.**

- D. Must have a minimum of one employee who possess a current, valid Professional Engineer license issued by the Florida Department of Business & Professional Regulation.

**Provide a screen shot or a copy of individual's Professional Engineer license from the Florida Department of Business & Professional Regulation.**

- E. Must have completed a minimum of three projects since September 1, 2013 that included at least three of the following types of design work for each project.
- i. Roadway paving, milling and resurfacing
  - ii. Sidewalks and swales
  - iii. Topographic surveying
  - iv. Pavement markings and signage
  - v. Traffic studies/traffic calming studies
  - vi. Upgraded pedestrian ramps and driveways
  - vii. Drainage/storm water design
  - viii. Signing and pavement markings
  - ix. Upgrading existing storm drain pipes, inlets and manholes
  - x. Coordination with South Florida Water Management District (SFWMD).

**Provide the following information for the three qualifying design projects:**

- i. Name of project owner
- ii. Contact name
- iii. Contact email
- iv. Location / address of project
- v. Dates of project (start/end)
- vi. Types of work from the list above in Item E which were included in the project

- F. Has no reported conflict of interests in relation to this RFQ.

**Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.**

#### **4. PROPOSAL RESPONSE REQUIREMENTS**

##### **A. EXPERIENCE, BACKGROUND, REFERENCES**

- i. Submit a detailed narrative description documenting Proposer's overall background and experience to include, but not limited to, the following:
  - a. Civil engineering design consulting experience for projects less than \$250,000 in construction value.
  - b. Civil engineering design consulting experience for projects greater than \$250,000 in construction value.

- c. Awards, certifications, or other related recognition.
- ii. Submit a detailed narrative description documenting Proposer's specific experience including, but not limited to, the following:
  - a. Experience as the prime civil engineering design consultant on roadway construction projects.
  - b. Experience with roadway design projects that include Investigating and upgrading existing storm drain pipes, inlets and manhole.
  - c. Experience with roadway design projects that include swales.
  - d. Experience with roadway design projects that include pedestrian ramps.
  - e. Experience with roadway design projects that include sidewalks and driveways.
  - f. Experience with roadway design projects that include drainage/storm water design elements.
  - g. Experience with roadway design projects that include signing and pavement markings.
  - h. Experience with government agency roadway design construction projects
  - i. Experience with roadway design projects in Florida, particularly in South Florida and in Palm Beach County.
  - j. Other types of related experience or information.
- iii. Submit client references for whom Proposer has provided civil engineering roadway design services similar to those specified in this RFQ in the past five (5) years and who are agreeable to respond to a request from the City regarding proposer's experience. Each client reference should include the following:
  - a. Organization name
  - b. Contact name(s)
  - c. Contact email address
  - d. Address
  - e. Telephone and fax numbers
  - f. Dates of service (start/end)
  - g. Scope of work (brief description)
- iv. Submit the following information documenting experience of the key personnel proposed by Proposer to include, but not limited to the following:
  - a. List of up to three key personnel who are proposed for work on this project to include any subcontractors.
  - b. Provide the role of each of the above referenced personnel within the provision of services.
  - c. For each key personnel listed above, provide two client references for whom the key personnel provided services and in which their role was similar to their proposed role in the provision of services to the City. References must be agreeable to respond to a request from the City regarding key personnel's experience. Each client reference should include the following:
    - 1) Organization name
    - 2) Contact name(s)
    - 3) Contact email address
    - 4) Address
    - 5) Telephone and fax numbers

- 6) Dates of service (start/end)
- 7) Scope of work (brief description)
- v. For each key personnel listed above, provide two client references for whom the key personnel provided civil engineering services and in which their role was similar to their proposed role in the provision of services to the City. References must be agreeable to respond to a request from the City regarding key personnel's experience. Each client reference should include the following:
  - a. Organization name
  - b. Contact name(s)
  - c. Contact email address
  - d. Address
  - e. Telephone and fax numbers
  - f. Dates of service (start/end)
  - g. Scope of work (brief description)

## **B. SIMILAR COMPLETED PROJECTS**

- i. Provide a list of up to twenty civil engineering projects in which Proposer has served as the prime civil engineering design consultant since January 1, 2011, include the following information:
  - a. Organization/Owner name
  - b. Address (City/State)
  - c. Project date (Start/End)
  - d. Status of project (Design, Construction, Substantial Completion, Complete)
  - e. Scope of work (Brief description)

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. (limit eight pages).

- ii. Provide a list of up to five civil engineering projects for each key personnel in which they have provided services since January 1, 2011. Include the following information:
  - a. Organization name
  - b. Address (City/State)
  - c. Project date (Start/End)
  - d. Status of project (Design, Construction, Substantial Completion, Complete)
  - e. Key personnel's role in the project
  - f. Scope of work (brief description)

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. (limit two pages per each key personnel).

## **C. APPROACH TO PROJECT MANAGEMENT**

- i. Provide a detailed narrative description of the proposed approach and methodology for engaging with City representatives while in the course of performing the duties.

- ii. Describe in detail Proposer's approach to the design of roadway projects.
- iii. Narrative that demonstrates working knowledge and understanding of the civil engineering design requirements in the Scope of Services.
- iv. Details of how the design services will be implementation plan and a detailed time schedule.
- v. Specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by subcontractors, if applicable.
- vi. Proposer shall thoroughly explain:
  - (1) Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision.
  - (2) How the Proposer physically plans on attending pre-schedule meetings.
  - (3) How the Proposer plans on ensuring accessibility and availability during the term of the Agreement.

**D. ORGANIZATIONAL STRUCTURE**

- i. Submit details of Proposer's staffing resources, at the location that will provide services to the City as well as corporately; by discipline and the number of personnel within each discipline.
- ii. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
- iii. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who will provide services to the City. For each individual in the organization diagram, include each individual's name, title, firm and their functional relationship to each other.
- iv. Provide a narrative detailing Proposer's recent, current, and projected workloads at the time of submission and provide a statement of Proposer's commitment of personnel and other resources for the City project by providing a signed letter of commitment.
- v. Provide a narrative detailing all key personnel's recent, current and projected workloads at the time of submission and provide a statement of the availability of each for the City's project.

### SECTION 3: SCOPE OF SERVICES AND/OR SPECIFICATIONS

Project # 16-095  
Osceola Park Neighborhood Improvements

#### I. SCOPE

The successful Proposer (hereinafter in this Scope referred to as Contractor) shall provide civil engineering services to design roadway improvements and prepare project implementation documents including plans, specifications, permits, and project cost estimates in accordance with City policies, procedures, standards, and requirements for roadway, milling and resurfacing of approximately 3.90 miles, alley way paving (permeable paving) of approximately 0.40 miles, alley way re-paving (permeable paving) of approximately 700 feet, and construction of associated improvements. The project includes the following streets, alleys, and associated components located at the Osceola Park Neighborhood:

#### A. Roadway milling and resurfacing of the following streets:

Street		Limits	
SE 2 <sup>nd</sup> Street		S. Swinton Avenue	SE 1 <sup>st</sup> Avenue
SE 2 <sup>nd</sup> Street		SE 1 <sup>st</sup> Avenue	SE 2 <sup>nd</sup> Avenue
SE 2 <sup>nd</sup> Street		SE 2 <sup>nd</sup> Avenue	Railroad Tracks
SE 2 <sup>nd</sup> Street		Railroad Tracks	SE 2 <sup>nd</sup> Avenue
SE 2 <sup>nd</sup> Street		SE 2 <sup>nd</sup> Avenue	SE 3 <sup>rd</sup> Avenue
SE 2 <sup>nd</sup> Street		SE 3 <sup>rd</sup> Avenue	SE 4 <sup>th</sup> Avenue
SE 2 <sup>nd</sup> Street		SE 4 <sup>th</sup> Avenue	SE 5 <sup>th</sup> Avenue

Street		Limits	
SE 3 <sup>rd</sup> Street		S. Swinton Avenue	SE 1 <sup>st</sup> Avenue
SE 3 <sup>rd</sup> Street		SE 1 <sup>st</sup> Avenue	SE 2 <sup>nd</sup> Avenue
SE 3 <sup>rd</sup> Street		SE 2 <sup>nd</sup> Avenue	SE 3 <sup>rd</sup> Avenue
SE 3 <sup>rd</sup> Street		SE 3 <sup>rd</sup> Avenue	SE 4 <sup>th</sup> Avenue
SE 3 <sup>rd</sup> Street		SE 4 <sup>th</sup> Avenue	SE 5 <sup>th</sup> Avenue

Street		Limits	
SE 4 <sup>th</sup> Street		S. Swinton Avenue	SE 1 <sup>st</sup> Avenue
SE 4 <sup>th</sup> Street		SE 1 <sup>st</sup> Avenue	SE 2 <sup>nd</sup> Avenue
SE 4 <sup>th</sup> Street		SE 2 <sup>nd</sup> Avenue	SE 3 <sup>rd</sup> Avenue
SE 4 <sup>th</sup> Street		SE 3 <sup>rd</sup> Avenue	SE 4 <sup>th</sup> Avenue
SE 4 <sup>th</sup> Street		SE 4 <sup>th</sup> Avenue	SE 5 <sup>th</sup> Avenue

Street		Limits	
SE 5 <sup>th</sup> Street		Street end	SE 3 <sup>rd</sup> Avenue

Street		Limits	
SE 5 <sup>th</sup> Street		SE 3 <sup>rd</sup> Avenue	SE 4 <sup>th</sup> Avenue
SE 5 <sup>th</sup> Street		SE 4 <sup>th</sup> Avenue	SE 5 <sup>th</sup> Avenue

Street		Limits	
SE 6 <sup>th</sup> Street		Street end	SE 2 <sup>nd</sup> Avenue
SE 6 <sup>th</sup> Street		SE 2 <sup>nd</sup> Avenue	SE 3 <sup>rd</sup> Avenue
SE 6 <sup>th</sup> Street		SE 3 <sup>rd</sup> Avenue	SE 4 <sup>th</sup> Avenue
SE 6 <sup>th</sup> Street		SE 4 <sup>th</sup> Avenue	SE 5 <sup>th</sup> Avenue

Street		Limits	
SE 7 <sup>th</sup> Street		SE 2 <sup>nd</sup> Avenue	SE 3 <sup>rd</sup> Avenue
SE 7 <sup>th</sup> Street		SE 3 <sup>rd</sup> Avenue	SE 4 <sup>th</sup> Avenue
SE 7 <sup>th</sup> Street		SE 4 <sup>th</sup> Avenue	SE 5 <sup>th</sup> Avenue

Street		Limits	
SE 8 <sup>th</sup> Street		SE 1 <sup>st</sup> Avenue	SE 2 <sup>nd</sup> Avenue
SE 8 <sup>th</sup> Street		SE 2 <sup>nd</sup> Avenue	SE 3 <sup>rd</sup> Avenue
SE 8 <sup>th</sup> Street		SE 3 <sup>rd</sup> Avenue	SE 4 <sup>th</sup> Avenue
SE 8 <sup>th</sup> Street		SE 4 <sup>th</sup> Avenue	SE 5 <sup>th</sup> Avenue

Street		Limits	
SE 9 <sup>th</sup> Street		SE 1 <sup>st</sup> Avenue	SE 2 <sup>nd</sup> Avenue
SE 9 <sup>th</sup> Street		SE 2 <sup>nd</sup> Avenue	SE 3 <sup>rd</sup> Avenue
SE 9 <sup>th</sup> Street		SE 3 <sup>rd</sup> Avenue	SE 4 <sup>th</sup> Avenue
SE 9 <sup>th</sup> Street		SE 4 <sup>th</sup> Avenue	SE 5 <sup>th</sup> Avenue

Street		Limits	
SE 1 <sup>st</sup> Avenue		SE 2 <sup>nd</sup> Street	SE 3 <sup>rd</sup> Street
SE 1 <sup>st</sup> Avenue		SE 3 <sup>rd</sup> Street	SE 4 <sup>th</sup> Street
SE 1 <sup>st</sup> Avenue		SE 8 <sup>th</sup> Street	SE 9 <sup>th</sup> Street

Street		Limits	
SE 2 <sup>nd</sup> Avenue		SE 6 <sup>th</sup> Street	SE 7 <sup>th</sup> Street
SE 2 <sup>nd</sup> Avenue		SE 7 <sup>th</sup> Street	SE 8 <sup>th</sup> Street
SE 2 <sup>nd</sup> Avenue		SE 8 <sup>th</sup> Street	SE 9 <sup>th</sup> Street
SE 2 <sup>nd</sup> Avenue		SE 9 <sup>th</sup> Street	SE 10 <sup>th</sup> Street
Street		Limits	
SE 3 <sup>rd</sup> Avenue		SE 2 <sup>nd</sup> Street	SE 3 <sup>rd</sup> Street



Street		Limits	
SE 3 <sup>rd</sup> Avenue		SE 3 <sup>rd</sup> Street	SE 4 <sup>th</sup> Street
SE 3 <sup>rd</sup> Avenue		SE 4 <sup>th</sup> Street	SE 5 <sup>th</sup> Street
SE 3 <sup>rd</sup> Avenue		SE 5 <sup>th</sup> Street	SE 6 <sup>th</sup> Street
SE 3 <sup>rd</sup> Avenue		SE 6 <sup>th</sup> Street	SE 7 <sup>th</sup> Street
SE 3 <sup>rd</sup> Avenue		SE 7 <sup>th</sup> Street	SE 8 <sup>th</sup> Street
SE 3 <sup>rd</sup> Avenue		SE 8 <sup>th</sup> Street	SE 9 <sup>th</sup> Street
SE 3 <sup>rd</sup> Avenue		SE 9 <sup>th</sup> Street	SE 10 <sup>th</sup> Street

Street		Limits	
SE 4 <sup>th</sup> Avenue		SE 2 <sup>nd</sup> Street	SE 3 <sup>rd</sup> Street
SE 4 <sup>th</sup> Avenue		SE 3 <sup>rd</sup> Street	SE 4 <sup>th</sup> Street
SE 4 <sup>th</sup> Avenue		SE 4 <sup>th</sup> Street	SE 5 <sup>th</sup> Street
SE 4 <sup>th</sup> Avenue		SE 5 <sup>th</sup> Street	SE 6 <sup>th</sup> Street
SE 4 <sup>th</sup> Avenue		SE 6 <sup>th</sup> Street	SE 7 <sup>th</sup> Street
SE 4 <sup>th</sup> Avenue		SE 7 <sup>th</sup> Street	SE 8 <sup>th</sup> Street
SE 4 <sup>th</sup> Avenue		SE 8 <sup>th</sup> Street	SE 9 <sup>th</sup> Street
SE 4 <sup>th</sup> Avenue		SE 9 <sup>th</sup> Street	SE 10 <sup>th</sup> Street

**B. Alley way paving (permeable paving)**

Street		Limits	
S. Swinton Avenue and SE 1 <sup>st</sup> Avenue		SE 3 <sup>rd</sup> Street	SE 4 <sup>th</sup> Street
SE 3 <sup>rd</sup> Avenue and SE 4 <sup>th</sup> Avenue		SE 3 <sup>rd</sup> Street	SE 4 <sup>th</sup> Street
SE 4 <sup>th</sup> Avenue and S. Federal Highway		SE 3 <sup>rd</sup> Street	SE 4 <sup>th</sup> Street

**C. Alley way re-paving (permeable paving)**

Street		Limits	
SE 3 <sup>rd</sup> Avenue and SE 4 <sup>th</sup> Avenue		SE 2 <sup>nd</sup> Street	SE 3 <sup>rd</sup> Street

**D. Limits of swales**

From SE 2<sup>nd</sup> Street to SE 4<sup>th</sup> Street and from S Swinton Avenue to S. Federal Hwy.

**E. Sidewalk improvements**

- 1) SE 3<sup>rd</sup> Street from S. Swinton Avenue to SE 1<sup>st</sup> Avenue
- 2) SE 1<sup>st</sup> Street from SE 3<sup>rd</sup> Street to SE 4<sup>th</sup> Street
- 3) SE 4<sup>th</sup> Avenue from SE 2<sup>nd</sup> Street to SE 3<sup>rd</sup> Street

## **II. ENGINEERING SERVICES**

Contractor shall provide civil engineering design-build services to include, but not be limited to the following:

- A. Topographic surveying.
- B. Pavement design (pavement core samples and subsurface borings are not necessary for this project.)
- C. Review and revise as needed previous traffic studies/traffic calming studies in selected locations of the project. The Consultant will have access to previous studies which includes traffic calming elements.
- D. Investigating and upgrading existing storm drain pipes, inlets and manholes.
- E. Sidewalks and swales.
- F. Upgraded pedestrian ramps, sidewalks, and driveways.
- G. Drainage/storm water design where applicable.
- H. Signing and pavement markings.
- I. Lighting - Light Emitting Diode (LED).
- J. Engineer's estimate and specifications.
- K. Bid package assistance QA/QC.
- L. Utility coordination.
- M. Public outreach.
- N. Permits (prepare and assist the City in obtaining permits).
- O. Provide design support during construction.
- P. Clean, video and inspect all sewer and drainage pipes.

## **III PROJECT DESIGN**

Contractor shall provide services for the preparation of design documents for construction of this project as part of the 2017 Capital Improvement Plan (CIP). Design services are for the development of design drawings for roadway mill and overlay projects. Projects are based on the Overall Condition Index (OCI) used by the City in the 2013 Pavement Management System report. Projects will also include the design of paving alleys, swales, drainage and sanitary sewer, new striping and signing, and lighting plans. Contractor shall prepare a complete set of design drawings for each street included in this project. Services and design drawings shall include:

- 1. Roadway and alleys survey from right-of-way to right-of-way;
- 2. Location maps to identify the project(s) and surrounding streets, including necessary notes, standards and details for milling and resurfacing or overlay;
- 3. Drainage, including swales and underground drainage rehabilitation plan sheets with necessary notes, and details;
- 4. Sanitary sewer, underground sewer rehabilitation plan sheets, notes, and details;
- 5. Pavement marking and roadway signs in accordance with all current applicable manuals, guidelines, standards, handbooks, and procedures;
- 6. Light- Emitting Diode (LED) lighting in accordance with all current applicable manuals, guidelines, standards, handbooks, and procedures;
- 7. Design drawings with three QA/QC (quality control submittal) phases with the City: preliminary (30% design), intermediate (60% design) and a final (100% design);
- 8. Cost estimates, and technical specifications;
- 9. Utility coordination up to construction to ensure that no utilities (including underground utilities) are in conflict with the project or will impact the construction schedule;

10. Field reviews. The Consultant shall make as many field visits to the project site as required to obtain necessary data for all components of the project;
11. Preparation of the Pre-bid agenda package, specifications, drawings, cost estimate, and assistance with design questions at the Pre-bid meeting;
12. Preparation of the commission agenda item(s) for the awarding of the project to the most responsive contractor. The commission agenda item(s) shall be prepared in accordance with the required deadlines established by the City, and shall include time for City reviews;
13. Coordinate all the public outreach activities with the City project manager. Prepare materials and be present for public outreach activities as requested by the City.

#### **IV. COMMON AND GENERAL PROJECT TASKS**

1. Community outreach

Through the duration of the project, the Consultant shall be responsible for notifying all property owners, tenants, and residents about potential impacts associated with the project.

2. Notifications

Contractor shall assist the City with the preparation of flyers, and/or letters to the residents, tenants, and owners. Information to be provided shall include the proposed project scope, limits, schedule, and the anticipated impacts of the construction to residents (e.g. detours, street closures, utility interruptions, etc.) Contact information shall also be included with the notification. Notifications shall be in accordance with City policy.

3. Mailing list preparation

The Contractor shall identify all impacted property owners and tenants. The Consultant shall prepare a mailing list of all such entities and shall update the mailing list as needed throughout the duration of the project.

4. Coordination with outside agencies and municipalities for all permits necessary during design.

The Contractor shall coordinate the project, as necessary, (during design) with outside municipalities and agencies, including the South Florida Water Management District (SFWMD).

[Remainder of page intentionally left blank]

## SECTION 4: FORMS AND INSTRUCTIONS

### A. AUTHORIZATION TO BIND PROPOSER

Each proposal must be signed by a Person who is legally authorized to bind the Proposer to the proposal. Each proposal shall remain valid for at least one hundred and fifty (150) days after the Due Date.

The Proposal Submittal Signature Page for Proposals submitted by a corporation must be executed in the corporate name by the CEO or President; by an LLC must be executed by a Member or Manager; by an LP must be executed by a General Partner; by a Partnership must be executed by a Partner and by an Individual must be executed by the Individual. His or her title must appear under his or her signature. If someone other than these authorized individuals execute the Proposal Submittal Signature Page, Proposer must provide documentation such as the company Articles of Organization or Operating Agreement that demonstrates the legal authority of the executor to sign on behalf of Proposer.

### B. PROPOSAL FORMAT

Each proposal shall include all the requested information. Proposals shall be organized in chapters, as indicated in Table 2. All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on the form, the response may be continued on a blank page immediately following the form. The additional pages shall be numbered the same as the form, with the addition of the letter "a", "b", "c", etc. If a form is provided and additional copies of the form are needed, the form may be copied by the Proposer. The copied pages shall be numbered the same as the form, with the addition of the letter "a", "b", "c", etc.

Proposal responses to this RFQ must be complete and unequivocal. In instances where a response is not required or a question is not applicable to the proposal, a response such as "no response required" or "not applicable" shall be provided.

**Table 2 - Proposal Format**

Chapter 1	<b>Letter of Intent:</b> Briefly state the Proposer's understanding of the services to be rendered and a commitment to perform according to the requirements noted in this RFQ (limit two pages). <b>Proposal Submittal Signature Page</b>
Chapter 2	<b>Proposer's Statement of Organization</b>
Chapter 3	<b>Minimum Qualifications</b>
Chapter 4	<b>Public Entity Form, Drug Free Workplace Form, Conflict of Interest Form</b>
Chapter 5	<b>Acknowledgement of Addenda Form</b>
Chapter 6	<b>Proposal Response Requirements</b>
Chapter 7	<b>Evidence of Insurance, Professional Licenses, and Certificates:</b> Certificate of Insurance showing

	current coverage, forms, limits. NOTE: Actual insurance certificates will be required from successful Contractor upon award. Submit a copy of all Licenses, Certificates, Registrations, and Permits required to perform the work that Proposer and/or its staff possess that have not previously been requested.
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[Remainder of page intentionally left blank]

### RESPONSE CHECKLIST

A responsive Proposer means a Proposer that has submitted a proposal that conforms in all material respects to the requirements in the RFQ. The CPO or designee will determine whether each Proposer correctly submitted all of the necessary forms and documents. The purpose of this checklist is to assist Proposers in completing their Proposals and ensuring that all required forms and information is submitted. Do not include checklist with your Proposal submittal.

- ☐ Letter of Transmittal
- ☐ Statement of Organization Section
- ☐ Proposal Requirements
  - ☐ Experience, Background, References
  - ☐ Similar Completed Projects
  - ☐ Approach to Project Management
  - ☐ Organizational Structure
- ☐ Letter of Intent
- ☐ Proposal Submittal Signature Page
- ☐ Proposer's Statement of Organization
- ☐ Public Entity Crimes Form
- ☐ Drug Free Workplace Form
- ☐ Conflict of Interest Form
- ☐ Acknowledgement of Addenda Form
- ☐ Agrees to Comply with all Specification Requirements
- ☐ Evidence of Insurance, Professional Licenses, and Certificates

### Form A - Proposal Submittal Signature Page

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

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

Street Address: \_\_\_\_\_

Mailing Address (if different from Street Address): \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

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

Federal Identification Number: \_\_\_\_\_

Acknowledged by:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

By signing this document, the Proposer agrees to all terms and conditions of this RFQ which includes the Sample Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

### Form A - Signature Authority

Indicate below Proposer's type of organization and provide the required documentation as applicable to demonstrate that the executor of Proposer's Proposal is duly authorized to execute on behalf of, and as the official act of, Proposer.

Select	Type of Organization	Officer Who Signed Proposal Submittal Signature Page	Required Authorizing Documentation
<input type="checkbox"/>	Corporation	President, Vice President, or Chief Executive Officer	None
<input type="checkbox"/>	Corporation	Director, Manager, or other title	Corporate resolution
<input type="checkbox"/>	Limited Liability Company (LLC) – Member-Managed	Member	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Liability Company (LLC) – Manager-Managed	Manager	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Partnership	General Partner	Document demonstrating the legal authority to bind the Limited Partnership
<input type="checkbox"/>	Partnership	Partner	None
		CEO, Director, Manager or other title	Authorizing documentation
<input type="checkbox"/>	Individual	Individual	None

☐ Documentation is not required.

☐ The required authorizing documentation is included with Proposal.



## Form B - Public Entity Crimes

### NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

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Firm Name

---

Signature

Date

---

Printed Name and Title

### Form C - Drug-Free Workplace

In the event a tie exists at the conclusion of evaluations, preference will be given to the supplier(s) who certifies it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

TIE: Whenever two or more proposals are equal with respect to scoring for the evaluation criteria (e.g., price, experience, quality, service) are received for the procurement of commodities or contractual services, a proposal received from a supplier that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing a tie will be followed if none of the tied suppliers have submitted this Form C and/or have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

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

Acknowledged by:

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Firm Name

---

Signature

---

Date

---

Printed Name and Title

### Form D - Conflict of Interest Disclosure

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal, the name of any officer, director, or agent who is also an employee or relative of an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the Proposers firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this RFQ.

Acknowledged by:

---

Firm Name

---

Signature

---

Date

---

Printed Name and Title

### Form E - Acknowledgment of Addenda

The Proposer hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFQ. It is the sole responsibility of the Proposer to ensure that all addenda have been received and receipt of each has been acknowledged. Failure to submit acknowledgement of each addendum issued may result in the Proposer being deemed non-responsive.

ADDENDA NUMBER	ADDENDA DATE

Acknowledged by:

---

Firm Name

---

Signature

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Date

---

Printed Name and Title

## Agreement FOR GENERAL CONSULTING SERVICES

THIS Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Delray Beach, Florida (hereinafter referred to as City), and, \_\_\_\_\_ a \_\_\_\_\_ company authorized to do business in the State of Florida (hereinafter referred to as Consultant), (collectively hereinafter referred to as the Parties). The Scope of Work is to be implemented as set forth by this Agreement and by Service Authorizations as may be added by the City which shall be attached hereto and made a part hereof.

### WITNESSETH:

WHEREAS, the City has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the City represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement and with Service Authorizations to be issued at the time of or subsequent to execution of this Agreement; and

WHEREAS, this Agreement does not entitle the Consultant to any fees for any particular project without first receiving a Service Authorization; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement and resulting Service Authorizations.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

### I. DEFINITIONS

1. CONTRACTOR(S): Those firms who have been contracted by the City to perform construction work.
2. PHASE(S): An approach that divides the work into Phases may be utilized. The City and the Consultant shall have the right to negotiate the terms of each Phase.

The City has the right to reject the terms of a proposed Service Authorization or of a Phase within a Service Authorization, if the parties cannot reach agreement to the terms of the Service Authorization. In the event the parties cannot reach agreement, the City, at its sole discretion, may solicit proposals from other providers in order to complete the work.

This approach that Phases work shall not waive the City's right to terminate this Agreement during any Phase of work.

## **II. GENERAL REQUIREMENTS**

1. The relationship of the Consultant to the City will be that of a contracted Consultant. The Consultant will provide the professional and technical services required under this Agreement in accordance with generally accepted professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.
2. It shall be the responsibility of the Consultant to work with the City and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of City objectives as set forth in Service Authorizations, which will be made a part of this Agreement upon execution by both parties.
3. The Consultant and its sub-consultants shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials in any form existing prior to construction at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substances.
4. The Consultant designates \_\_\_\_\_, as its representative to act as liaison with the City. This representative shall manage and coordinate City project and is hereby authorized to act on behalf of the Consultant to negotiate and approve Service Authorizations and act on any other related matter with respect to performance of services for the City in accordance with this Agreement. Any change to name another person as Consultant's representative shall be requested in writing to the City, and must be pre-approved by the City.
5. Consultant shall attend meetings of the City Commission or other City approval Board where the project is discussed, unless the City otherwise informs Consultant that such attendance and participation is not required. In addition, the Consultant shall attend all additional meetings as may be required to facilitate the project.

## **III. DUTIES OF CONSULTANT**

The following duties of Consultant are separated into phases of the project. The City may require Service Authorizations, which contain additional requirements applicable to the project.

1. Phase I – Study and Report Phase.  
If the Study and Report Phase is authorized, the following requirements shall apply.

- A. The Consultant shall consult with the City to clarify and define the City's requirements for the Project and review available data.
  - B. The Consultant shall advise the City as to the necessity of the City's providing or obtaining from others, data or services.
  - C. The Consultant shall identify and analyze permit and approval requirements of all governmental authorities having jurisdiction to approve either the design of the Project and participate in consultations with such authorities.
  - D. The Consultant shall provide analyses of the City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
  - E. The Consultant shall provide a general economic analysis of Owner's requirements applicable to various alternatives.
  - F. The Consultant shall prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to the City and setting forth Consultant's findings and recommendations. This Report will be accompanied by Consultant's pre-design estimate of probable costs for the Project, including, but not limited to the following, which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies allowances for such other items, such as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, and for permit, review and/or approval fees by other governmental agencies, if required. The Consultant shall also provide a preliminary evaluation of the City's Project Schedule. The City's Project Schedule and probable construction costs shall be evaluated and updated throughout subsequent phases of the work.
  - G. The Consultant shall furnish the number of copies of the Study and Report documents as provided in the SERVICE AUTHORIZATION and review them with the City.
2. Phase II – Preliminary Design Phase.
- A. The Consultant, in consultation with the City shall determine the general scope, extent and character of the Project.
  - B. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
  - C. Advise the City if additional data or services are necessary and assist the City in obtaining such data and services.
  - D. Furnish the specified number of copies of the above Preliminary Design documents as contained within the SERVICE AUTHORIZATION and present and review them with the City.
  - E. The Consultant shall submit to the City a preliminary estimate of construction costs based on current area, volume or other unit costs, which shall be updated throughout the design development phase.
  - F. The Consultant shall prepare a development schedule, which shall include, but shall not be limited to, the review and approval times by all governmental agencies as may be required.
  - G. The Consultant shall make available all design calculations and associated Data, and participate in meetings in which Value Engineering Analysis of the project

takes place, at such times and places as shall be determined by the City.

3. Phase III. Final Design Phase.

- A. The Consultant shall prepare construction documents which shall include but not be limited to drawings and technical specifications, general and supplementary conditions, bid forms, invitations to bid, instructions to bidders, with technical criteria, descriptions and design data necessary for permitting by governmental authorities, and shall include any further adjustments in the scope or quality of the project or in the construction budget authorized by the City.
- B. The Consultant shall, in the preparation of construction documents, technical criteria, written descriptions and design data, take into account all currently prevailing codes and regulations governing construction in the City of Delray Beach, Florida, and shall meet the requirements of all other agencies or governmental authorities having jurisdiction over the project.
- C. The Consultant shall prepare a detailed opinion of probable cost in accordance with paragraph LC, which shall be reviewed by the City prior to going out for bids.
- D. The Consultant shall provide the required documents and attend meetings as necessary, for the approval of governmental boards, agencies or authorities having jurisdiction over the project.
- E. The Consultant shall use bid documents provided by the City including bidding forms, conditions of the contract, and form of Agreement between the City and Contractor.
- F. The Consultant shall prepare all documents including design and plan revisions required for the approval of governmental authorities having jurisdiction over the project. Said approvals are required prior to the public notice for the Invitation to Bid and submission of applications, therefore are the responsibility of the Consultant.
- G. The Consultant shall provide the City the number of copies of contract documents as specified in the service authorization.

4. Phase IV – Bidding/Negotiation Phase.

If the bidding phase is authorized, the following requirements shall apply:

- A. The Consultant shall assist the City in obtaining the bids or negotiated proposals, assist in awarding and preparing contracts for construction, attend pre-bid conferences, prepare addenda, provide written recommendation of award, assist in the compilation/preparation of contract documents, and after the award assist the City in securing the required bonds and certificates of insurance, and in the review of the contract documents for completeness.
- B. The Consultant shall attend the bid opening, prepare bid tabulation sheets and assist the City in evaluating Bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- C. The Consultant shall issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- D. The Consultant shall consult with and advise the City as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called CONTRACTOR(S) for those portions of the work as to which such acceptability is required by the Bidding Documents.



- E. Consult with the City concerning and determine the acceptability of substitute materials and equipment prior to the award of contracts is allowed by the Bidding Documents.
5. Phase V – Construction Phase – NOT APPLICABLE.
- If Contract Administration is authorized, the following requirements shall apply:
- A. The Consultant shall provide administration of the contract for construction as set forth herein and as contained within the general conditions of the contract for construction.
  - B. The Consultant shall be a representative of and shall advise and consult with the City during construction and until final payment to the contractor is due. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement and as provided in the contract for construction unless otherwise modified by written instrument.
  - C. The Consultant shall visit the site at regular intervals appropriate to the stage of construction or as otherwise agreed to by the City and the Consultant, in writing, to become generally familiar with the progress and quality of the work completed and shall determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. The Consultant shall be required to make on-site observations to review the work. The Consultant shall keep the City informed of the progress and quality of the work and shall provide certification to the City of satisfactory completion of all phases of the work in compliance with the plans, specifications thereto.
  - D. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures of construction or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the contract for construction. The Consultant shall make every reasonable effort to ensure that the Contractor completes the work in accordance with the current approved schedule and carries out the work in accordance with the Contract documents.
  - E. The Consultant based on observations and evaluations of Contractor's applications for payment shall review and certify the amounts due the Contractor.
  - F. The Consultant's certification for payment shall constitute a representation to the City, based on the Consultant's observations at the site as provided herein and on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information, and belief, the quality and quantity of the work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the contract documents, correctable prior to completion and to specific qualifications expressed by the Consultant. The issuance of the certificate of payment shall further constitute a representation that the Consultant has made observations to review the quality or quantity of the work.
  - G. The Consultant shall recommend disapproval or rejection of Contractor's work to the City, which does not conform to the contract documents. The Consultant

- will have authority to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not work is fabricated, installed or completed.
- H. The Consultant shall review and approve or take other appropriate action upon Contractor's submittals, such as shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.
- I. The Consultant shall prepare change orders and construction change directives with supporting documentation and data if deemed necessary by the Consultant, for the City's approval and execution in accordance with the contract documents, and may authorize minor changes in the work not involving an adjustment in the contract time, which is consistent with the intent of the contract documents.
- J. The Consultant shall conduct inspections to determine the date or dates of substantial completion and the date of final completion, shall receive and forward to the City for the City's review and records, written warranties and related documents required by the contract documents and assembled by the Contractor and shall issue a final certificate for payment upon compliance with the requirements of the contract documents.
- K. The Consultant shall interpret matters concerning performance of the City and Contractor under the requirements of the contract documents on written request of either the City or Contractor. The Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
- L. Interpretations of the Consultant shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings. When making such interpretations, the Consultant shall endeavor to secure faithful performance by both the City and the Contractor.
- M. The City shall be the final arbiter on matters relating to aesthetics.
- N. The Consultant shall render written interpretations within a reasonable time on all internal disputes between the City and Contractor relating to the execution of the progress of the work as provided in the contract documents.
- O. The Consultant's interpretations on internal disputes are not binding on the City and Contractor relating to the execution of the progress of the work as provided in the contract documents.
- P. The Consultant shall provide the number of sets of the construction documents to the Contractor as specified in the Service Authorization.
- Q. Upon completion of construction the Consultant shall provide to the City, three sets of record drawings, signed and sealed, plus one set of drawings on polyester film or plastic sheets such as Dupont Mylar<sup>®</sup> incorporating as built conditions and other data furnished by contractor(s) to Consultant.
- R. In company with the City, the Consultant shall visit the Project to observe any apparent defects in the completed construction, assist the City in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- S. If Contract Administration is authorized, the following requirements shall apply:

- (1) The Consultant shall provide administration of the contract for construction

as set forth herein and as contained within the general conditions of the contract for construction and as contained within Exhibit A.

- (2) The Consultant shall be a representative of and shall advise and consult with the City during construction until final payment to the contractor is due. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement and as provided in the contract for construction unless otherwise modified by written instrument.
  - (3) The Consultant shall visit the site at regular intervals appropriate to the stage of construction or as otherwise agreed to by the City and the Consultant in writing to make observations and review the work. Consultant shall use the site visit to become familiar with the progress and quality of the work completed and shall determine if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the contract documents. The Consultant shall keep the City informed of the progress and quality of the work and shall provide certification to the City of satisfactory completion of all phases of the work in compliance with the plans and specifications thereto.
  - (4) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures of construction or for safety precautions and programs in connection with the work. These are solely the Contractor's responsibility under the contract for construction.
  - (5) The Consultant shall make every reasonable effort to ensure that the Contractor completes the work in accordance with the current approved schedule and carries out the work in accordance with the Contract documents.
  - (6) The Consultant shall review, and based on observations and evaluations of Contractor's applications for payment, certify the amounts due the Contractor.
- T. Consultant's certification for contractor payment shall constitute a representation to the City, based on the Consultant's observations at the site as provided herein and on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information, and belief, the quality and quantity of the work is the accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the contract documents, correctable prior to completion and to specific qualifications expressed by the Consultant. The issuance of the certificate of payment shall further constitute a representation that the Consultant has made observations to review the quality or quantity of the work.
- U. The Consultant shall recommend disapproval or rejection to the City of Contractor's work which does not conform to the contract documents. The Consultant will have

- authority to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not work is fabricated, installed or completed.
- V. The Consultant shall review and approve or take other appropriate action upon Contractor's submittals, such as shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.
  - W. If deemed necessary by the Consultant, the Consultant shall prepare change orders and construction change directives with supporting documentation and data in accordance with the contract documents for City approval and execution. Consultant may authorize minor changes in the work not involving an adjustment in the contract time, which is consistent with the intent of the contract documents.
  - X. The Consultant shall conduct inspections to determine the date or dates of substantial completion and the date of final completion shall receive and forward to the City for the City's review and records, all written warranties and related documents required by the contract documents and assembled by the Contractor. Consultant shall issue a final certificate for payment upon compliance with the requirements of the contract documents.
  - Y. Upon written request of the City or Contractor, the Consultant shall interpret matters concerning performance of the City and Contractor under the requirements of the contract documents. The Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
  - Z. Interpretations of the Consultant shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings. When making such interpretations, the Consultant shall endeavor to secure faithful performance by both the City and the Contractor.
  - AA. The City shall be the final arbiter on matters relating to aesthetics.
  - BB. The Consultant shall review the plans and specifications. The Consultant shall continuously provide feedback to the City on any potential constructability issues and provide solution recommendations, to ensure the design minimizes construction and long term maintenance costs throughout the entire course of construction.
  - CC. Within a reasonable time, the Consultant shall render written interpretations on all internal disputes between the City and Contractor relating to the execution of the progress of the work as provided in the contract documents.
  - DD. The Consultant's interpretations on internal disputes are not binding on the City and Contractor relating to the execution of the progress of the work as provided in the contract documents.
  - EE. Upon completion of construction the Consultant shall provide to the City, three sets of record drawings, signed and sealed, plus one set of drawings on polyester film or plastic sheets such as Dupont Mylar®, incorporating as built conditions and other data furnished to Consultant by contractor(s).
  - FF. In company with the City, the Consultant shall visit the Project to observe any apparent defects in the completed construction, assist the City in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

6. Phase VI – Resident Project Representative Services Phase

If the Resident Project Representative Services Phase is authorized the following requirements shall apply:

- A. A Resident Project Representative will be assigned to assist Consultant in carrying out his responsibilities to City at the site. Resident Project Representative is Consultant's agent at site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding Resident Representative's actions. Resident Representative's dealing in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping the City advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with the City with the knowledge of and under the direction of Consultant.
- B. Resident Project Representative shall where applicable:
- C. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning its general acceptability.
- D. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- E. Working principally through Contractor's superintendent, assist Consultant in serving as the City's liaison with Contractor, when Contractor's operations affect the City's on-site operations.
- F. Assist in obtaining from the City additional details or information, when required for proper execution of the Work.
- G. Record date of receipt of Shop Drawings and samples.
- H. Receive samples, which are furnished at the site by Contractor, and notify the Consultant of availability of samples for examination.
- I. Advise the Consultant and Contractor of the commencement of any Work requiring a Shop Drawing, if the submittal has not been approved by the Consultant.
- J. Conduct on-site observations of the Work in progress to assist the Consultant in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
- K. Report to the Consultant whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents; or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise the Consultant of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the Contractor or the Consultant from the duties imposed by the contract.
- L. Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the Consultant appropriate details relative to the test procedures and startups.
- M. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Consultant.
- N. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Consultant.

- O. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's recommendations to the Consultant. Transmit to Contractor decisions as issued by the Consultant.
- P. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related document.
- Q. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the Consultant.
- R. Record all names, addresses and telephone numbers of the Contractor, all subcontractors and major suppliers of material and equipment.
- S. Furnish the Consultant periodic reports as required of progress of the Work of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- T. Consult with the Consultant in advance of schedule major tests, inspections or start of important phases of the Work.
- U. Draft proposed Change Orders and Work Directive Changes, obtaining backup materials from Contractor and recommend to the Consultant, Change Orders, Work Directive Changes, and Field Orders.
- V. Report immediately to the Consultant and the City upon the occurrence of any accident.
- W. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to the Consultant noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.
- X. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Consultant for review and forwarding to City prior to final payment for the Work.\
- Y. Before the Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Z. Conduct final inspection in the company of the Consultant, the City and the Contractor and prepare a final list of items to be completed or corrected.
- AA. Observe that all items on final list have been completed or corrected and make recommendations to the Consultant concerning acceptance.
- BB. The Resident Project Representative shall not:
  - i. Authorize any deviation from the Contract Documents or substitution of materials or equipment.
  - ii. Exceed limitations of the Consultant's authority as set forth in the Contract Documents.
  - iii. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
  - iv. Advise on, issue directions regarding or assume control over any aspect of

the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

- v. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- vi. Accept Shop Drawing or sample submittals, from anyone other than Contractor.
- vii. Authorize the City to occupy the Project in whole or in part.
- viii. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the Consultant.

#### **IV. DATA AND SERVICES TO BE PROVIDED BY THE CITY**

The City shall provide the following:

- 1. Furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary and which are under control of the City.
- 2. Other data and services to be agreed upon in subsequent Service Authorizations.
- 3. Pay for all legal advertisements incidental to obtaining bids or proposals from contractors.
- 4. The City Manager or his designee shall act as the City's representative with respect to the work to be performed under this Agreement. The City Manager or his designee shall have the authority to the extent authorized by the City Charter and Code of Ordinances to exercise the rights and responsibilities of the City provided in this contract. Said authority may include but is not limited to: transmit instructions, stop work, receive information, interpret City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.
- 5. Pay all permit application filing fees.
- 6. Provide access to City facilities.

#### **V. TIME OF PERFORMANCE**

- 1. The Consultant will begin work promptly after issuance of a Notice to Proceed.
- 2. The Consultant's services called for under this Agreement shall be completed in accordance with the schedule contained in each Service Authorization. If the Consultant's services are unreasonably delayed by the City in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the Consultant as a condition precedent to renegotiations shall notify the City within fifteen (15) calendar days at the end of the delay of Consultant's proposed additional costs incurred by reason of said delay.

#### **VI. AGREEMENT PERIOD**

This Agreement period shall commence on \_\_\_\_\_. This Agreement shall extend until construction is complete.

## **VII. COMPENSATION**

### **1. METHOD I – LUMP SUM PAYMENT**

The City will compensate the Consultant for the services performed on each Service Authorization in accordance with a negotiated lump sum;

OR

### **2. METHOD II - TIMES CHARGES/ NOT TO EXCEED BUDGETED AMOUNT**

The City will compensate the Consultant for the services performed on a not to exceed budgeted amount based on time charges which are based upon hourly rates, plus reimbursable expenses and other related costs as are specified in the Service Authorization

When a service is to be compensated for on a time charge/not to exceed basis, the Consultant will submit a not to exceed budget cost to the City for prior approval based on actual time charges which shall not exceed established hourly rates as shown in Exhibit D attached hereto, plus reimbursable expenses and other related costs. The City shall not be obligated to reimburse the Consultant for costs incurred in excess of the not to exceed cost amount.

a. The City agrees to pay the Consultant compensation for services rendered based upon the established raw hourly salary rates as shown in Exhibit B for services rendered on City projects multiplied by an overhead factor not to exceed 3.0, which includes profit not to exceed ten percent (10%) and may be subject to audit. The Schedule of hourly rates as set forth in Exhibit D will not be adjusted.

b. In addition, the City shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the Consultant if provided in the Service Authorization as follows:

(1) Actual expense of transportation and lodging in accordance with City policy in effect at the time of travel when traveling in connection with each Service Authorization, express courier charges, and permit fees paid for securing approval of authorities having jurisdiction over the project.

(2) Actual expense of reproductions, of Drawings and Specifications including duplicate sets of the completion of each Service Authorization for the City's review and approval.

(3) Actual expenses of testing, laboratory services, and field equipment. By



consultants.

- (4) Actual expense of overtime work requiring higher than regular rates, when authorized by the City.
- (5) Actual expense of Auto Travel at the established City rate per mile for travel outside Palm Beach County.
3. Service shall be invoiced at the actual fees paid by the Consultant, plus an additional ten percent (10%) of the cost of these services to compensate Consultant, for the procuring and management of the sub-consultant, and for the other financial and administrative costs. services shall be approved by the City in writing prior to performance of the work.
4. Total Compensation (including, but not limited to compensation for sub-consultants) for all services and expenses shall not exceed the budget cost listed upon each Service Authorization, without written approval.
5. If the City determines that any price for services, however calculated provided by the Consultant, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any significant sums because the Consultant or any subcontractor furnished incomplete or inaccurate costs or pricing data, then such price or cost or profit shall be reduced accordingly and the Service Authorization shall be reduced accordingly and the Service Authorization shall be modified in writing to reflect such reduction.
6. PRICE: Pricing submitted in response to this ITB will be valid for the the Agreement term.

#### **VIII. PAYMENT**

The City agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's itemized report and invoice and approval of the City representative, unless additional time for processing is required for payments for basic services, services, and reimbursable expenses as defined in Section VII. The Consultant shall submit monthly invoices, as required in the Service Authorization, which shall include a report of work completed during the respective invoice period. Invoices shall be in a format consistent with those shown in Exhibit C. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed. No payment request shall exceed the value of work and services performed by the Consultant under the Service Authorization. Payment to the Consultant will be based on the percent of construction completed.

#### **IX. E-VERIFY**

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11- 116 (Verification of Employment Status), all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that

contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Any projects with Florida Department of Transportation (FDOT) funding will contain this assurance as a condition for any new Joint Participation Contracts dated after January 4, 2011. The Consultant will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-Verify requirements set out above.

## **X. MISCELLANEOUS PROVISIONS**

### **1. Copies of Documents:**

The Consultant shall prepare sufficient copies of all documents necessary to obtain approval through the City's processes, as well as other governmental authorities. The City acknowledges that data provided in connection with this Agreement which are provided by the Consultant are not intended for use in connection with any project other than the project for which such materials are prepared. Any use by the City of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the City's sole risk, and the Consultant shall have no responsibility or liability therefore.

### **2. Insurance:**

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the City (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

- (1) Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

  - A. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
- (2) Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:

- a. Premises and/or Operations
  - b. Independent Contractors
  - c. Products and Completed Operations - Consultant shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
  - d. Broad Form Property Damage
  - e. Contractual Coverage applicable to this specific Agreement.
  - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
- (3) Business Automobile Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- a. Owned Vehicles
  - b. Hired and Non-Owned Vehicles
  - c. Employers' Non-Ownership
- (4) Professional Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence.

Coverage shall be afforded on a form acceptable to the City. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

Prior to commencement of services, the Consultant shall provide to the City Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs. All policies covered within subparagraphs above, shall be endorsed to provide the City with ten days' notice of cancellation and/or restriction. The City shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the City a certified copy of the professional liability insurance policy required above for the City's review. Upon request, the Consultant shall provide copies of all other insurance policies.

If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished ten days prior to the date of their expiration. For Notice of

Cancellation and/or Restriction; the policies must be endorsed to provide the City with ten days' notice of cancellation and/or restriction.

The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of A- VIII or better. All liability insurance policies, with the exception of professional liability, shall name the City of Delray Beach as an additional insured. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department located at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.

D. Litigation Services:

It is understood and agreed that Consultant's services include reasonable participation in litigation or dispute resolution arising from this Agreement. Consultant's participation shall include up to 30 hours of services related to litigation or dispute resolution. Any such services in excess of 30 hours shall be an extra service.

E. Inspector General:

Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Consultant and its subcontractors and lower tier subcontractors. Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Consultant or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

F. Public Records:

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS Agreement, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT City OF DELRAY BEACH, City CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE City CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM](mailto:PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM).**

Consultant shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the City.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Successful Proposer or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
  - v. If the Consultant does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
- G. Authority to Contract:  
The City represents that it is a Florida Municipal Corporation with the authority to engage the Consultant for professional services described in the Service Authorizations and to accept the obligation for payment for the services described in the Service Authorizations.
- H. Assignment:  
The City and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the City nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.
- I. Confidential Information:  
During all times that the Consultant is employed on behalf of the City and at all times subsequent to the date of this contract, all discussions between the City and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the City not otherwise being a matter of public record shall be deemed to be

confidential. All such information and work product shall be protected by the Consultant and shall not be revealed to other persons without the express written permission of the City, unless mandated by order of the court.

J. Non-Exclusive Contract:

The City reserves the right to award projects to other firms pursuant to the Florida Statutes Consultant's Competitive Negotiations Act during the period of service of the Consultant. The Consultant agrees to cooperate with the City and other firms in accomplishing work that may require joint efforts to accomplish the City's goals. This cooperation, when requested by the City, will include but not be limited to:

1. Sharing technical information developed under contract with the City.
2. Joint meetings for project coordination.
3. Establish lines of communication.

K. Sub consultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the City.

L. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

City of Delray Beach  
ATTN: City Manager  
100 NW 1st Avenue  
Delray Beach, Florida 33444

M. Attachments:

Request for Proposals is hereby incorporated within and made an integral part of this Agreement.

N. Truth-In-Negotiation Certificate:

Signature of this Agreement by Consultant shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price

was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

O. Records:

Records of all expenses relative to each Service Authorization shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representative at mutually convenient times.

P. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

The project manager shall be approved by the City under each Service Authorization. Key project personnel will be identified for each project and expected to perform the work assignment as can reasonably be expected.

Q. Equal Opportunity Employment:

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all of Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

R. Prohibition Against Contingent Fees:

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

S. Termination:

This Agreement may be terminated by either party by seven (7) calendar day's prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The City shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar day's written notice to the

consultant. In the event the project described in any Service Authorization, or the services of the Consultant called for under any Service Authorization, is or are suspended, canceled, or abandoned by the City, the Consultant shall be given five days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment. The Consultant agrees to provide all documents to the City. Further, prior to the Consultant's destruction of any of the above referenced documents, the City shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the Consultant agrees that it shall use its best efforts to work harmoniously with any successor who enters an Agreement to provide services for the City in order to provide for a smooth transition period.

T. Indemnification:

In consideration of Ten Dollars (\$10.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, Contractor agrees to defend, indemnify and hold harmless the City, their agents and employees. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06, as amended. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

**PURSUANT TO SECTION 558.0035, FLORIDA  
STATUTES, AN INDIVIDUAL EMPLOYEE OR  
AGENT OF SECOND PARTY MAY NOT BE  
HELD INDIVIDUALLY LIABLE FOR  
NEGLIGENCE.**

U. Interest of the Consultant:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

V. Compliance with Laws:

- a. The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the City Of Delray Beach as amended from time to time, and that exist at the time of building permit issuance.



- b. For Service Authorizations involving work under Federal or State Grantors or Approving Agencies, the City and the Consultant shall review and approve the applicable required provisions or any other supplemental provisions as may be included in each Service Authorizations.

W. Jurisdiction; Venue:

The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. Any dispute between Consultant and the City shall be governed by the laws of Florida with venue in Palm Beach County.

XI. Internal Dispute Between Owner and Consultant:

The City Manager shall be the final decision maker regarding internal disputes between City and Consultant.

Y. Extent of Agreement:

This Agreement represents the entire integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or Agreements, written or oral. This Agreement does not entitle the Consultant to receive any fee unless first being issued a Service Authorization. This Agreement does not provide that a Consultant is entitled to receive any Service Authorization. This Agreement may not be amended, changed, modified, or otherwise altered in any way, at any time after the execution hereof, except by approval of the City Commission.

Z. Order of Precedence:

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- A. Terms and conditions as contained in this Agreement;
- B. RFQ No. 2017-035, Design of Osceola Neighborhood Improvements, Project No. 16-095, dated \_\_\_\_\_, and all its addenda;
- C. Consultant's response to RFQ No. 2017-035, Design of Osceola Neighborhood Improvements, Project No. 16-095, and any subsequent information submitted by Consultant during the evaluation and negotiation process.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:  
City through its Board, signing by and through its Mayor or Vice-Mayor, authorized to execute  
same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and Second Party,  
signing by and through its \_\_\_\_\_, duly authorized to execute same.

ATTEST:

City OF DELRAY BEACH, FLORIDA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Cary D. Glickstein, Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Max Lohman, City Attorney

Agreement BETWEEN DELRAY BEACH, FLORIDA

AND

\_\_\_\_\_

SECOND PARTY

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name, Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

(SEAL)

ACKNOWLEDGEMENT IF CORPORATION

State of Florida  
                  ss  
County of Palm  
Beach

BEFORE ME, the foregoing instrument, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2016, was acknowledged by  
\_\_\_\_\_, on behalf of the  
Corporation and said person executed the same freely and voluntarily for the purpose therein  
expressed.

WITNESS my hand and seal in the County and State aforesaid this \_\_\_\_\_, day of \_\_\_\_\_  
\_\_\_\_\_ 2016.

Notary Public:

My Commission Expires:

(SEAL)

**ACKNOWLEDGEMENT IF AN INDIVIDUAL**

State of Florida

ss

County of Palm Beach

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared and is personally known to me to be the person in and who executed the foregoing instrument, and acknowledged before me that he/she executed the same.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public:

My Commission Expires:

(SEAL)

**ACKNOWLEDGEMENT IF A PARTNERSHIP**

State of Florida

ss

County of Palm Beach

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared and is known to me to be the person in and who executed the foregoing instrument as a partner of \_\_\_\_\_, a partnership. He/She acknowledged before that he/she executed the same as the act and deed of said partnership for the uses and purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public:

My Commission Expires:

(SEAL)



S:\EngCADD\Projects\2016-200\RFQ OSCEOLA PARK\RevisedRFQOsceola Park Scope Drawing (2).dwg Plotted by krane on Dec 21, 2016-9:17am



**CITY of DELRAY BEACH**  
ENVIRONMENTAL SERVICES DEPARTMENT  
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444

RFQ  
OSCEOLA NEIGHBORHOOD  
LOCATION MAP

DATE: 12/21/2016
16-095
EXHIBIT 1



## Agreement FOR GENERAL CONSULTING SERVICES

THIS Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Delray Beach, Florida (hereinafter referred to as City), and, \_\_\_\_\_ a \_\_\_\_\_ company authorized to do business in the State of Florida (hereinafter referred to as Consultant), (collectively hereinafter referred to as the Parties). The Scope of Work is to be implemented as set forth by this Agreement and by Service Authorizations as may be added by the City which shall be attached hereto and made a part hereof.

### WITNESSETH:

WHEREAS, the City has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the City represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the City desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement and with Service Authorizations to be issued at the time of or subsequent to execution of this Agreement; and

WHEREAS, this Agreement does not entitle the Consultant to any fees for any particular project without first receiving a Service Authorization; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement and resulting Service Authorizations.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

### I. DEFINITIONS

1. CONTRACTOR(S): Those firms who have been contracted by the City to perform construction work.
2. PHASE(S): An approach that divides the work into Phases may be utilized. The City and the Consultant shall have the right to negotiate the terms of each Phase.

The City has the right to reject the terms of a proposed Service Authorization or of a Phase within a Service Authorization, if the parties cannot reach agreement to the terms of the Service Authorization. In the event the parties cannot reach agreement, the City, at its sole discretion, may solicit proposals from other providers in order to complete the work.



This approach that Phases work shall not waive the City's right to terminate this Agreement during any Phase of work.

## **II. GENERAL REQUIREMENTS**

1. The relationship of the Consultant to the City will be that of a contracted Consultant. The Consultant will provide the professional and technical services required under this Agreement in accordance with generally accepted professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.
2. It shall be the responsibility of the Consultant to work with the City and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of City objectives as set forth in Service Authorizations, which will be made a part of this Agreement upon execution by both parties.
3. The Consultant and its sub-consultants shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials in any form existing prior to construction at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substances.
4. The Consultant designates \_\_\_\_\_, as its representative to act as liaison with the City. This representative shall manage and coordinate City project and is hereby authorized to act on behalf of the Consultant to negotiate and approve Service Authorizations and act on any other related matter with respect to performance of services for the City in accordance with this Agreement. Any change to name another person as Consultant's representative shall be requested in writing to the City, and must be pre-approved by the City.
5. Consultant shall attend meetings of the City Commission or other City approval Board where the project is discussed, unless the City otherwise informs Consultant that such attendance and participation is not required. In addition, the Consultant shall attend all additional meetings as may be required to facilitate the project.

## **III. DUTIES OF CONSULTANT**

The following duties of Consultant are separated into phases of the project. The City may require Service Authorizations, which contain additional requirements applicable to the project.

1. Phase I – Study and Report Phase.  
If the Study and Report Phase is authorized, the following requirements shall apply.

- A. The Consultant shall consult with the City to clarify and define the City's requirements for the Project and review available data.
  - B. The Consultant shall advise the City as to the necessity of the City's providing or obtaining from others, data or services.
  - C. The Consultant shall identify and analyze permit and approval requirements of all governmental authorities having jurisdiction to approve either the design of the Project and participate in consultations with such authorities.
  - D. The Consultant shall provide analyses of the City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
  - E. The Consultant shall provide a general economic analysis of Owner's requirements applicable to various alternatives.
  - F. The Consultant shall prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to the City and setting forth Consultant's findings and recommendations. This Report will be accompanied by Consultant's pre-design estimate of probable costs for the Project, including, but not limited to the following, which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies allowances for such other items, such as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, and for permit, review and/or approval fees by other governmental agencies, if required. The Consultant shall also provide a preliminary evaluation of the City's Project Schedule. The City's Project Schedule and probable construction costs shall be evaluated and updated throughout subsequent phases of the work.
  - G. The Consultant shall furnish the number of copies of the Study and Report documents as provided in the SERVICE AUTHORIZATION and review them with the City.
2. Phase II – Preliminary Design Phase.
- A. The Consultant, in consultation with the City shall determine the general scope, extent and character of the Project.
  - B. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
  - C. Advise the City if additional data or services are necessary and assist the City in obtaining such data and services.
  - D. Furnish the specified number of copies of the above Preliminary Design documents as contained within the SERVICE AUTHORIZATION and present and review them with the City.
  - E. The Consultant shall submit to the City a preliminary estimate of construction costs based on current area, volume or other unit costs, which shall be updated throughout the design development phase.
  - F. The Consultant shall prepare a development schedule, which shall include, but shall not be limited to, the review and approval times by all governmental agencies as may be required.
  - G. The Consultant shall make available all design calculations and associated Data, and participate in meetings in which Value Engineering Analysis of the project

takes place, at such times and places as shall be determined by the City.

3. Phase III. Final Design Phase.

- A. The Consultant shall prepare construction documents which shall include but not be limited to drawings and technical specifications, general and supplementary conditions, bid forms, invitations to bid, instructions to bidders, with technical criteria, descriptions and design data necessary for permitting by governmental authorities, and shall include any further adjustments in the scope or quality of the project or in the construction budget authorized by the City.
- B. The Consultant shall, in the preparation of construction documents, technical criteria, written descriptions and design data, take into account all currently prevailing codes and regulations governing construction in the City of Delray Beach, Florida, and shall meet the requirements of all other agencies or governmental authorities having jurisdiction over the project.
- C. The Consultant shall prepare a detailed opinion of probable cost in accordance with paragraph LC, which shall be reviewed by the City prior to going out for bids.
- D. The Consultant shall provide the required documents and attend meetings as necessary, for the approval of governmental boards, agencies or authorities having jurisdiction over the project.
- E. The Consultant shall use bid documents provided by the City including bidding forms, conditions of the contract, and form of Agreement between the City and Contractor.
- F. The Consultant shall prepare all documents including design and plan revisions required for the approval of governmental authorities having jurisdiction over the project. Said approvals are required prior to the public notice for the Invitation to Bid and submission of applications, therefore are the responsibility of the Consultant.
- G. The Consultant shall provide the City the number of copies of contract documents as specified in the service authorization.

4. Phase IV – Bidding/Negotiation Phase.

If the bidding phase is authorized, the following requirements shall apply:

- A. The Consultant shall assist the City in obtaining the bids or negotiated proposals, assist in awarding and preparing contracts for construction, attend pre-bid conferences, prepare addenda, provide written recommendation of award, assist in the compilation/preparation of contract documents, and after the award assist the City in securing the required bonds and certificates of insurance, and in the review of the contract documents for completeness.
- B. The Consultant shall attend the bid opening, prepare bid tabulation sheets and assist the City in evaluating Bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- C. The Consultant shall issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- D. The Consultant shall consult with and advise the City as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called CONTRACTOR(S) for those portions of the work as to which such acceptability is required by the Bidding Documents.

- E. Consult with the City concerning and determine the acceptability of substitute materials and equipment prior to the award of contracts is allowed by the Bidding Documents.
5. Phase V – Construction Phase – NOT APPLICABLE.
- If Contract Administration is authorized, the following requirements shall apply:
- A. The Consultant shall provide administration of the contract for construction as set forth herein and as contained within the general conditions of the contract for construction.
  - B. The Consultant shall be a representative of and shall advise and consult with the City during construction and until final payment to the contractor is due. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement and as provided in the contract for construction unless otherwise modified by written instrument.
  - C. The Consultant shall visit the site at regular intervals appropriate to the stage of construction or as otherwise agreed to by the City and the Consultant, in writing, to become generally familiar with the progress and quality of the work completed and shall determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. The Consultant shall be required to make on-site observations to review the work. The Consultant shall keep the City informed of the progress and quality of the work and shall provide certification to the City of satisfactory completion of all phases of the work in compliance with the plans, specifications thereto.
  - D. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures of construction or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the contract for construction. The Consultant shall make every reasonable effort to ensure that the Contractor completes the work in accordance with the current approved schedule and carries out the work in accordance with the Contract documents.
  - E. The Consultant based on observations and evaluations of Contractor's applications for payment shall review and certify the amounts due the Contractor.
  - F. The Consultant's certification for payment shall constitute a representation to the City, based on the Consultant's observations at the site as provided herein and on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information, and belief, the quality and quantity of the work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the contract documents, correctable prior to completion and to specific qualifications expressed by the Consultant. The issuance of the certificate of payment shall further constitute a representation that the Consultant has made observations to review the quality or quantity of the work.
  - G. The Consultant shall recommend disapproval or rejection of Contractor's work to the City, which does not conform to the contract documents. The Consultant

- will have authority to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not work is fabricated, installed or completed.
- H. The Consultant shall review and approve or take other appropriate action upon Contractor's submittals, such as shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.
- I. The Consultant shall prepare change orders and construction change directives with supporting documentation and data if deemed necessary by the Consultant, for the City's approval and execution in accordance with the contract documents, and may authorize minor changes in the work not involving an adjustment in the contract time, which is consistent with the intent of the contract documents.
- J. The Consultant shall conduct inspections to determine the date or dates of substantial completion and the date of final completion, shall receive and forward to the City for the City's review and records, written warranties and related documents required by the contract documents and assembled by the Contractor and shall issue a final certificate for payment upon compliance with the requirements of the contract documents.
- K. The Consultant shall interpret matters concerning performance of the City and Contractor under the requirements of the contract documents on written request of either the City or Contractor. The Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
- L. Interpretations of the Consultant shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings. When making such interpretations, the Consultant shall endeavor to secure faithful performance by both the City and the Contractor.
- M. The City shall be the final arbiter on matters relating to aesthetics.
- N. The Consultant shall render written interpretations within a reasonable time on all internal disputes between the City and Contractor relating to the execution of the progress of the work as provided in the contract documents.
- O. The Consultant's interpretations on internal disputes are not binding on the City and Contractor relating to the execution of the progress of the work as provided in the contract documents.
- P. The Consultant shall provide the number of sets of the construction documents to the Contractor as specified in the Service Authorization.
- Q. Upon completion of construction the Consultant shall provide to the City, three sets of record drawings, signed and sealed, plus one set of drawings on polyester film or plastic sheets such as Dupont Mylar® incorporating as built conditions and other data furnished by contractor(s) to Consultant.
- R. In company with the City, the Consultant shall visit the Project to observe any apparent defects in the completed construction, assist the City in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- S. If Contract Administration is authorized, the following requirements shall apply:

- (1) The Consultant shall provide administration of the contract for construction

as set forth herein and as contained within the general conditions of the contract for construction and as contained within Exhibit A.

- (2) The Consultant shall be a representative of and shall advise and consult with the City during construction until final payment to the contractor is due. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement and as provided in the contract for construction unless otherwise modified by written instrument.
  - (3) The Consultant shall visit the site at regular intervals appropriate to the stage of construction or as otherwise agreed to by the City and the Consultant in writing to make observations and review the work. Consultant shall use the site visit to become familiar with the progress and quality of the work completed and shall determine if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the contract documents. The Consultant shall keep the City informed of the progress and quality of the work and shall provide certification to the City of satisfactory completion of all phases of the work in compliance with the plans and specifications thereto.
  - (4) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures of construction or for safety precautions and programs in connection with the work. These are solely the Contractor's responsibility under the contract for construction.
  - (5) The Consultant shall make every reasonable effort to ensure that the Contractor completes the work in accordance with the current approved schedule and carries out the work in accordance with the Contract documents.
  - (6) The Consultant shall review, and based on observations and evaluations of Contractor's applications for payment, certify the amounts due the Contractor.
- T. Consultant's certification for contractor payment shall constitute a representation to the City, based on the Consultant's observations at the site as provided herein and on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information, and belief, the quality and quantity of the work is the accordance with the contract documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the contract documents, correctable prior to completion and to specific qualifications expressed by the Consultant. The issuance of the certificate of payment shall further constitute a representation that the Consultant has made observations to review the quality or quantity of the work.
- U. The Consultant shall recommend disapproval or rejection to the City of Contractor's work which does not conform to the contract documents. The Consultant will have

- authority to require additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not work is fabricated, installed or completed.
- V. The Consultant shall review and approve or take other appropriate action upon Contractor's submittals, such as shop drawings, product data, and samples for the purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.
  - W. If deemed necessary by the Consultant, the Consultant shall prepare change orders and construction change directives with supporting documentation and data in accordance with the contract documents for City approval and execution. Consultant may authorize minor changes in the work not involving an adjustment in the contract time, which is consistent with the intent of the contract documents.
  - X. The Consultant shall conduct inspections to determine the date or dates of substantial completion and the date of final completion shall receive and forward to the City for the City's review and records, all written warranties and related documents required by the contract documents and assembled by the Contractor. Consultant shall issue a final certificate for payment upon compliance with the requirements of the contract documents.
  - Y. Upon written request of the City or Contractor, the Consultant shall interpret matters concerning performance of the City and Contractor under the requirements of the contract documents. The Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.
  - Z. Interpretations of the Consultant shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings. When making such interpretations, the Consultant shall endeavor to secure faithful performance by both the City and the Contractor.
  - AA. The City shall be the final arbiter on matters relating to aesthetics.
  - BB. The Consultant shall review the plans and specifications. The Consultant shall continuously provide feedback to the City on any potential constructability issues and provide solution recommendations, to ensure the design minimizes construction and long term maintenance costs throughout the entire course of construction.
  - CC. Within a reasonable time, the Consultant shall render written interpretations on all internal disputes between the City and Contractor relating to the execution of the progress of the work as provided in the contract documents.
  - DD. The Consultant's interpretations on internal disputes are not binding on the City and Contractor relating to the execution of the progress of the work as provided in the contract documents.
  - EE. Upon completion of construction the Consultant shall provide to the City, three sets of record drawings, signed and sealed, plus one set of drawings on polyester film or plastic sheets such as Dupont Mylar®, incorporating as built conditions and other data furnished to Consultant by contractor(s).
  - FF. In company with the City, the Consultant shall visit the Project to observe any apparent defects in the completed construction, assist the City in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

6. Phase VI – Resident Project Representative Services Phase

If the Resident Project Representative Services Phase is authorized the following requirements shall apply:

- A. A Resident Project Representative will be assigned to assist Consultant in carrying out his responsibilities to City at the site. Resident Project Representative is Consultant's agent at site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding Resident Representative's actions. Resident Representative's dealing in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping the City advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with the City with the knowledge of and under the direction of Consultant.
- B. Resident Project Representative shall where applicable:
- C. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning its general acceptability.
- D. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- E. Working principally through Contractor's superintendent, assist Consultant in serving as the City's liaison with Contractor, when Contractor's operations affect the City's on-site operations.
- F. Assist in obtaining from the City additional details or information, when required for proper execution of the Work.
- G. Record date of receipt of Shop Drawings and samples.
- H. Receive samples, which are furnished at the site by Contractor, and notify the Consultant of availability of samples for examination.
- I. Advise the Consultant and Contractor of the commencement of any Work requiring a Shop Drawing, if the submittal has not been approved by the Consultant.
- J. Conduct on-site observations of the Work in progress to assist the Consultant in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
- K. Report to the Consultant whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents; or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise the Consultant of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the Contractor or the Consultant from the duties imposed by the contract.
- L. Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the Consultant appropriate details relative to the test procedures and startups.
- M. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Consultant.
- N. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Consultant.



- O. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's recommendations to the Consultant. Transmit to Contractor decisions as issued by the Consultant.
- P. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related document.
- Q. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the Consultant.
- R. Record all names, addresses and telephone numbers of the Contractor, all subcontractors and major suppliers of material and equipment.
- S. Furnish the Consultant periodic reports as required of progress of the Work of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- T. Consult with the Consultant in advance of schedule major tests, inspections or start of important phases of the Work.
- U. Draft proposed Change Orders and Work Directive Changes, obtaining backup materials from Contractor and recommend to the Consultant, Change Orders, Work Directive Changes, and Field Orders.
- V. Report immediately to the Consultant and the City upon the occurrence of any accident.
- W. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to the Consultant noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.
- X. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Consultant for review and forwarding to City prior to final payment for the Work.\
- Y. Before the Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Z. Conduct final inspection in the company of the Consultant, the City and the Contractor and prepare a final list of items to be completed or corrected.
- AA. Observe that all items on final list have been completed or corrected and make recommendations to the Consultant concerning acceptance.
- BB. The Resident Project Representative shall not:
  - i. Authorize any deviation from the Contract Documents or substitution of materials or equipment.
  - ii. Exceed limitations of the Consultant's authority as set forth in the Contract Documents.
  - iii. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
  - iv. Advise on, issue directions regarding or assume control over any aspect of

the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

- v. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- vi. Accept Shop Drawing or sample submittals, from anyone other than Contractor.
- vii. Authorize the City to occupy the Project in whole or in part.
- viii. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the Consultant.

#### **IV. DATA AND SERVICES TO BE PROVIDED BY THE CITY**

The City shall provide the following:

- 1. Furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary and which are under control of the City.
- 2. Other data and services to be agreed upon in subsequent Service Authorizations.
- 3. Pay for all legal advertisements incidental to obtaining bids or proposals from contractors.
- 4. The City Manager or his designee shall act as the City's representative with respect to the work to be performed under this Agreement. The City Manager or his designee shall have the authority to the extent authorized by the City Charter and Code of Ordinances to exercise the rights and responsibilities of the City provided in this contract. Said authority may include but is not limited to: transmit instructions, stop work, receive information, interpret City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.
- 5. Pay all permit application filing fees.
- 6. Provide access to City facilities.

#### **V. TIME OF PERFORMANCE**

- 1. The Consultant will begin work promptly after issuance of a Notice to Proceed.
- 2. The Consultant's services called for under this Agreement shall be completed in accordance with the schedule contained in each Service Authorization. If the Consultant's services are unreasonably delayed by the City in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the Consultant as a condition precedent to renegotiations shall notify the City within fifteen (15) calendar days at the end of the delay of Consultant's proposed additional costs incurred by reason of said delay.

#### **VI. AGREEMENT PERIOD**

This Agreement period shall commence on \_\_\_\_\_. This Agreement shall extend until construction is complete.

## **VII. COMPENSATION**

### **1. METHOD I – LUMP SUM PAYMENT**

The City will compensate the Consultant for the services performed on each Service Authorization in accordance with a negotiated lump sum;

OR

### **2. METHOD II - TIMES CHARGES/ NOT TO EXCEED BUDGETED AMOUNT**

The City will compensate the Consultant for the services performed on a not to exceed budgeted amount based on time charges which are based upon hourly rates, plus reimbursable expenses and other related costs as are specified in the Service Authorization

When a service is to be compensated for on a time charge/not to exceed basis, the Consultant will submit a not to exceed budget cost to the City for prior approval based on actual time charges which shall not exceed established hourly rates as shown in Exhibit D attached hereto, plus reimbursable expenses and other related costs. The City shall not be obligated to reimburse the Consultant for costs incurred in excess of the not to exceed cost amount.

a. The City agrees to pay the Consultant compensation for services rendered based upon the established raw hourly salary rates as shown in Exhibit B for services rendered on City projects multiplied by an overhead factor not to exceed 3.0, which includes profit not to exceed ten percent (10%) and may be subject to audit. The Schedule of hourly rates as set forth in Exhibit D will not be adjusted.

b. In addition, the City shall pay for reimbursable expenses invoiced at the actual cost of expenditures incurred by the Consultant if provided in the Service Authorization as follows:

(1) Actual expense of transportation and lodging in accordance with City policy in effect at the time of travel when traveling in connection with each Service Authorization, express courier charges, and permit fees paid for securing approval of authorities having jurisdiction over the project.

(2) Actual expense of reproductions, of Drawings and Specifications including duplicate sets of the completion of each Service Authorization for the City's review and approval.

(3) Actual expenses of testing, laboratory services, and field equipment. By

consultants.

- (4) Actual expense of overtime work requiring higher than regular rates, when authorized by the City.
- (5) Actual expense of Auto Travel at the established City rate per mile for travel outside Palm Beach County.
3. Service shall be invoiced at the actual fees paid by the Consultant, plus an additional ten percent (10%) of the cost of these services to compensate Consultant, for the procuring and management of the sub-consultant, and for the other financial and administrative costs. services shall be approved by the City in writing prior to performance of the work.
4. Total Compensation (including, but not limited to compensation for sub-consultants) for all services and expenses shall not exceed the budget cost listed upon each Service Authorization, without written approval.
5. If the City determines that any price for services, however calculated provided by the Consultant, including profit, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any significant sums because the Consultant or any subcontractor furnished incomplete or inaccurate costs or pricing data, then such price or cost or profit shall be reduced accordingly and the Service Authorization shall be reduced accordingly and the Service Authorization shall be modified in writing to reflect such reduction.
6. PRICE: Pricing submitted in response to this ITB will be valid for the the Agreement term.

#### **VIII. PAYMENT**

The City agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's itemized report and invoice and approval of the City representative, unless additional time for processing is required for payments for basic services, services, and reimbursable expenses as defined in Section VII. The Consultant shall submit monthly invoices, as required in the Service Authorization, which shall include a report of work completed during the respective invoice period. Invoices shall be in a format consistent with those shown in Exhibit C. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed. No payment request shall exceed the value of work and services performed by the Consultant under the Service Authorization. Payment to the Consultant will be based on the percent of construction completed.

#### **IX. E-VERIFY**

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11- 116 (Verification of Employment Status), all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that

contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Any projects with Florida Department of Transportation (FDOT) funding will contain this assurance as a condition for any new Joint Participation Contracts dated after January 4, 2011. The Consultant will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-Verify requirements set out above.

## **X. MISCELLANEOUS PROVISIONS**

### **1. Copies of Documents:**

The Consultant shall prepare sufficient copies of all documents necessary to obtain approval through the City's processes, as well as other governmental authorities. The City acknowledges that data provided in connection with this Agreement which are provided by the Consultant are not intended for use in connection with any project other than the project for which such materials are prepared. Any use by the City of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the City's sole risk, and the Consultant shall have no responsibility or liability therefore.

### **2. Insurance:**

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the City (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

- (1) Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

  - A. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
- (2) Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:

- a. Premises and/or Operations
  - b. Independent Contractors
  - c. Products and Completed Operations - Consultant shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
  - d. Broad Form Property Damage
  - e. Contractual Coverage applicable to this specific Agreement.
  - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
- (3) Business Automobile Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- a. Owned Vehicles
  - b. Hired and Non-Owned Vehicles
  - c. Employers' Non-Ownership
- (4) Professional Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence.

Coverage shall be afforded on a form acceptable to the City. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

Prior to commencement of services, the Consultant shall provide to the City Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs. All policies covered within subparagraphs above, shall be endorsed to provide the City with ten days' notice of cancellation and/or restriction. The City shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the City a certified copy of the professional liability insurance policy required above for the City's review. Upon request, the Consultant shall provide copies of all other insurance policies.

If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished ten days prior to the date of their expiration. For Notice of

Cancellation and/or Restriction; the policies must be endorsed to provide the City with ten days' notice of cancellation and/or restriction.

The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of A- VIII or better. All liability insurance policies, with the exception of professional liability, shall name the City of Delray Beach as an additional insured. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department located at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.

D. Litigation Services:

It is understood and agreed that Consultant's services include reasonable participation in litigation or dispute resolution arising from this Agreement. Consultant's participation shall include up to 30 hours of services related to litigation or dispute resolution. Any such services in excess of 30 hours shall be an extra service.

E. Inspector General:

Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Consultant and its subcontractors and lower tier subcontractors. Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Consultant or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

F. Public Records:

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS Agreement, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT City OF DELRAY BEACH, City CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE City CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM](mailto:PUBLICRECORDSREQUEST@MYDELRAYBEACH.COM).**

Consultant shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the City.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Successful Proposer or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
  - v. If the Consultant does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
- G. Authority to Contract:  
The City represents that it is a Florida Municipal Corporation with the authority to engage the Consultant for professional services described in the Service Authorizations and to accept the obligation for payment for the services described in the Service Authorizations.
- H. Assignment:  
The City and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the City nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.
- I. Confidential Information:  
During all times that the Consultant is employed on behalf of the City and at all times subsequent to the date of this contract, all discussions between the City and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the City not otherwise being a matter of public record shall be deemed to be



confidential. All such information and work product shall be protected by the Consultant and shall not be revealed to other persons without the express written permission of the City, unless mandated by order of the court.

J. Non-Exclusive Contract:

The City reserves the right to award projects to other firms pursuant to the Florida Statutes Consultant's Competitive Negotiations Act during the period of service of the Consultant. The Consultant agrees to cooperate with the City and other firms in accomplishing work that may require joint efforts to accomplish the City's goals. This cooperation, when requested by the City, will include but not be limited to:

1. Sharing technical information developed under contract with the City.
2. Joint meetings for project coordination.
3. Establish lines of communication.

K. Sub consultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the City.

L. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

City of Delray Beach  
ATTN: City Manager  
100 NW 1st Avenue  
Delray Beach, Florida 33444

M. Attachments:

Request for Proposals is hereby incorporated within and made an integral part of this Agreement.

N. Truth-In-Negotiation Certificate:

Signature of this Agreement by Consultant shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price

was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

O. Records:

Records of all expenses relative to each Service Authorization shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representative at mutually convenient times.

P. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

The project manager shall be approved by the City under each Service Authorization. Key project personnel will be identified for each project and expected to perform the work assignment as can reasonably be expected.

Q. Equal Opportunity Employment:

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all of Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

R. Prohibition Against Contingent Fees:

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

S. Termination:

This Agreement may be terminated by either party by seven (7) calendar day's prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The City shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar day's written notice to the

consultant. In the event the project described in any Service Authorization, or the services of the Consultant called for under any Service Authorization, is or are suspended, canceled, or abandoned by the City, the Consultant shall be given five days prior written notice of such action and shall be compensated for the professional services provided and reimbursable expenses incurred up to the date of suspension, cancellation or abandonment. The Consultant agrees to provide all documents to the City. Further, prior to the Consultant's destruction of any of the above referenced documents, the City shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the Consultant agrees that it shall use its best efforts to work harmoniously with any successor who enters an Agreement to provide services for the City in order to provide for a smooth transition period.

T. Indemnification:

In consideration of Ten Dollars (\$10.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, Contractor agrees to defend, indemnify and hold harmless the City, their agents and employees. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06, as amended. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

**PURSUANT TO SECTION 558.0035, FLORIDA  
STATUTES, AN INDIVIDUAL EMPLOYEE OR  
AGENT OF SECOND PARTY MAY NOT BE  
HELD INDIVIDUALLY LIABLE FOR  
NEGLIGENCE.**

U. Interest of the Consultant:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

V. Compliance with Laws:

- a. The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the City Of Delray Beach as amended from time to time, and that exist at the time of building permit issuance.

- b. For Service Authorizations involving work under Federal or State Grantors or Approving Agencies, the City and the Consultant shall review and approve the applicable required provisions or any other supplemental provisions as may be included in each Service Authorizations.

W. Jurisdiction; Venue:

The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. Any dispute between Consultant and the City shall be governed by the laws of Florida with venue in Palm Beach County.

XI. Internal Dispute Between Owner and Consultant:

The City Manager shall be the final decision maker regarding internal disputes between City and Consultant.

Y. Extent of Agreement:

This Agreement represents the entire integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or Agreements, written or oral. This Agreement does not entitle the Consultant to receive any fee unless first being issued a Service Authorization. This Agreement does not provide that a Consultant is entitled to receive any Service Authorization. This Agreement may not be amended, changed, modified, or otherwise altered in any way, at any time after the execution hereof, except by approval of the City Commission.

Z. Order of Precedence:

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- A. Terms and conditions as contained in this Agreement;
- B. RFQ No. 2017-035, Design of Osceola Neighborhood Improvements, Project No. 16-095, dated \_\_\_\_\_, and all its addenda;
- C. Consultant's response to RFQ No. 2017-035, Design of Osceola Neighborhood Improvements, Project No. 16-095, and any subsequent information submitted by Consultant during the evaluation and negotiation process.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:  
City through its Board, signing by and through its Mayor or Vice-Mayor, authorized to execute  
same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and Second Party,  
signing by and through its \_\_\_\_\_, duly authorized to execute same.

ATTEST:

City OF DELRAY BEACH, FLORIDA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Cary D. Glickstein, Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Max Lohman, City Attorney

Agreement BETWEEN DELRAY BEACH, FLORIDA

AND

\_\_\_\_\_

SECOND PARTY

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name, Title)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

(SEAL)

ACKNOWLEDGEMENT IF CORPORATION

State of Florida  
                  ss  
County of Palm  
Beach

BEFORE ME, the foregoing instrument, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2016, was acknowledged by  
\_\_\_\_\_, on behalf of the  
Corporation and said person executed the same freely and voluntarily for the purpose therein  
expressed.

WITNESS my hand and seal in the County and State aforesaid this \_\_\_\_\_, day of \_\_\_\_\_  
\_\_\_\_\_ 2016.

Notary Public:

My Commission Expires:

(SEAL)

**ACKNOWLEDGEMENT IF AN INDIVIDUAL**

State of Florida

ss

County of Palm Beach

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared and is personally known to me to be the person in and who executed the foregoing instrument, and acknowledged before me that he/she executed the same.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public:

My Commission Expires:

(SEAL)



**ACKNOWLEDGEMENT IF A PARTNERSHIP**

State of Florida

ss

County of Palm Beach

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared and is known to me to be the person in and who executed the foregoing instrument as a partner of \_\_\_\_\_, a partnership. He/She acknowledged before that he/she executed the same as the act and deed of said partnership for the uses and purposes therein mentioned.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public:

My Commission Expires:

(SEAL)



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**CITY of DELRAY BEACH**  
ENVIRONMENTAL SERVICES DEPARTMENT  
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444

RFQ  
OSCEOLA NEIGHBORHOOD  
LOCATION MAP

DATE: 12/21/2016  
16-095  
EXHIBIT 1





CITY OF DELRAY BEACH  
100 N.W. 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

## **Solicitation Addendum**

---

**Addendum No.:** 1

**Solicitation No.:** 2017-035

**Project No.:** 16-095

**Solicitation Title:** Design of Osceola Neighborhood Improvements

**Addendum Date:** February 27, 2017

**Purchasing Contact:** Ryan Lingholm

---

**THE FOLLOWING ITEMS ARE MADE AND HEREBY BECOME A PART OF THIS SOLICITATION:**

**ADD:**

### **APPENDIX C, PROBABLE TRAFFIC CALMING MAP**

Appendix C, Probable Traffic Calming Map has been added per this Addendum No. 1.

**ADD:**

### **APPENDIX D, ALLEYS CURRENTLY IN PROGRESS**

Appendix D, Alleys Currently In Progress has been added per this Addendum No. 1.

**CHANGE TO:**

### **TABLE OF CONTENTS**

Appendix A – Sample Agreement  
Appendix B – Drawing Location Map  
Appendix C – Probable Traffic Calming Map  
Appendix D – Alleys Currently In Progress

**CHANGE TO:**

**SECTION 2, ITEM 3(E)**

Must have completed a minimum of three projects since September 1, ~~2013~~ 2010 that included at least three of the following types of design work for each project.

- i. Roadway paving, milling and resurfacing
- ii. Sidewalks and swales
- iii. Topographic surveying
- iv. Pavement markings and signage
- v. Traffic studies/traffic calming studies
- vi. Upgraded pedestrian ramps and driveways
- vii. Drainage/storm water design
- viii. Signing and pavement markings
- ix. Upgrading existing storm drain pipes, inlets and manholes
- x. Coordination with South Florida Water Management District (SFWMD).

**CHANGE TO:**

**SECTION 3, ITEM II ENGINEERING SERVICES**

Contractor shall provide civil engineering design-~~build~~ services to include, but not be limited to the following:

- A. Topographic surveying.
- B. Pavement design (pavement core samples and subsurface borings are not necessary for this project.)
- C. Review and revise as needed previous traffic studies/traffic calming studies in selected locations of the project. The Consultant will have access to previous studies which includes traffic calming elements.
- D. Investigating and upgrading existing storm drain pipes, inlets and manholes.
- E. Sidewalks and swales.
- F. Upgraded pedestrian ramps, sidewalks, and driveways.
- G. Drainage/storm water design where applicable.
- H. Signing and pavement markings.
- I. Lighting - Light Emitting Diode (LED).
- J. Engineer's estimate and specifications.
- K. Bid package assistance QA/QC.
- L. Utility coordination.
- M. Public outreach.
- N. Permits (prepare and assist the City in obtaining permits).
- O. Provide design support during construction.
- P. Clean, video and inspect all sewer and drainage pipes.

**DELETE:**

**SECTION 1, ITEM B(14) PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT**

**~~Performance Bond/Irrevocable Letter of Credit (if applicable)~~**

~~The Proposer will execute and deliver to the City, within ten (10) days after notification of award, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City, in the total amount set forth in the Agreement. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. A surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent must execute the Performance Bond. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Proposer to the City in the event of a material breach of the Agreement by the Proposer.~~

~~The City shall monitor the performance of all Proposers. If Proposer performance fails to meet the requirements specified within the contract, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City.~~

**DELETE:**

**SECTION 2, ITEM 4(A)(v)**

~~For each key personnel listed above, provide two client references for whom the key personnel provided civil engineering services and in which their role was similar to their proposed role in the provision of services to the City. References must be agreeable to respond to a request from the City regarding key personnel's experience. Each client reference should include the following:~~

- ~~a. Organization name~~
- ~~b. Contact name(s)~~
- ~~c. Contact email address~~
- ~~d. Address~~
- ~~e. Telephone and fax numbers~~
- ~~f. Dates of service (start/end)~~
- ~~g. Scope of work (brief description)~~

## **QUESTIONS AND RESPONSES:**

**Q1. On page 27 of the RFQ, item iv. c. is identical to Page 28, item v. Should one of these be deleted?**

R1. Yes. Section 2, Item 4(A)(v) has been deleted per this Addendum No. 1.

**Q2. The solicitation states Contractors rather than Consultants. Will this be corrected?**

R2. No. Section 3, Item I states that the successful Proposer shall be referred to as Contractor.

**Q3. Will the previous traffic study report be provided?**

R3. No. The City does not want to utilize the previous traffic study report as a basis for the new report. However, a probable traffic calming map has been added per this Addendum No. 1.

**Q4. Please clarify this project's budget amount for design services.**

R4. The total budgeted amount for design services is \$837,870.

**Q5. What alleys are currently in progress?**

R5. Refer to Appendix D, Alleys Currently In Progress added per this Addendum No. 1.

**Q6. Please clarify this project's budget amount for design services.**

R6. The total budgeted amount for design services is \$837,870.

**Q7. Are Proposers required to submit SF330 forms?**

R7. No, the SF330 forms are not required as part of a Proposer's response to this solicitation.

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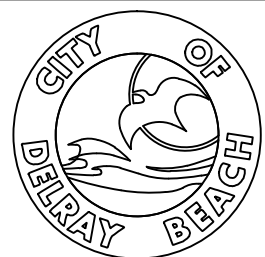
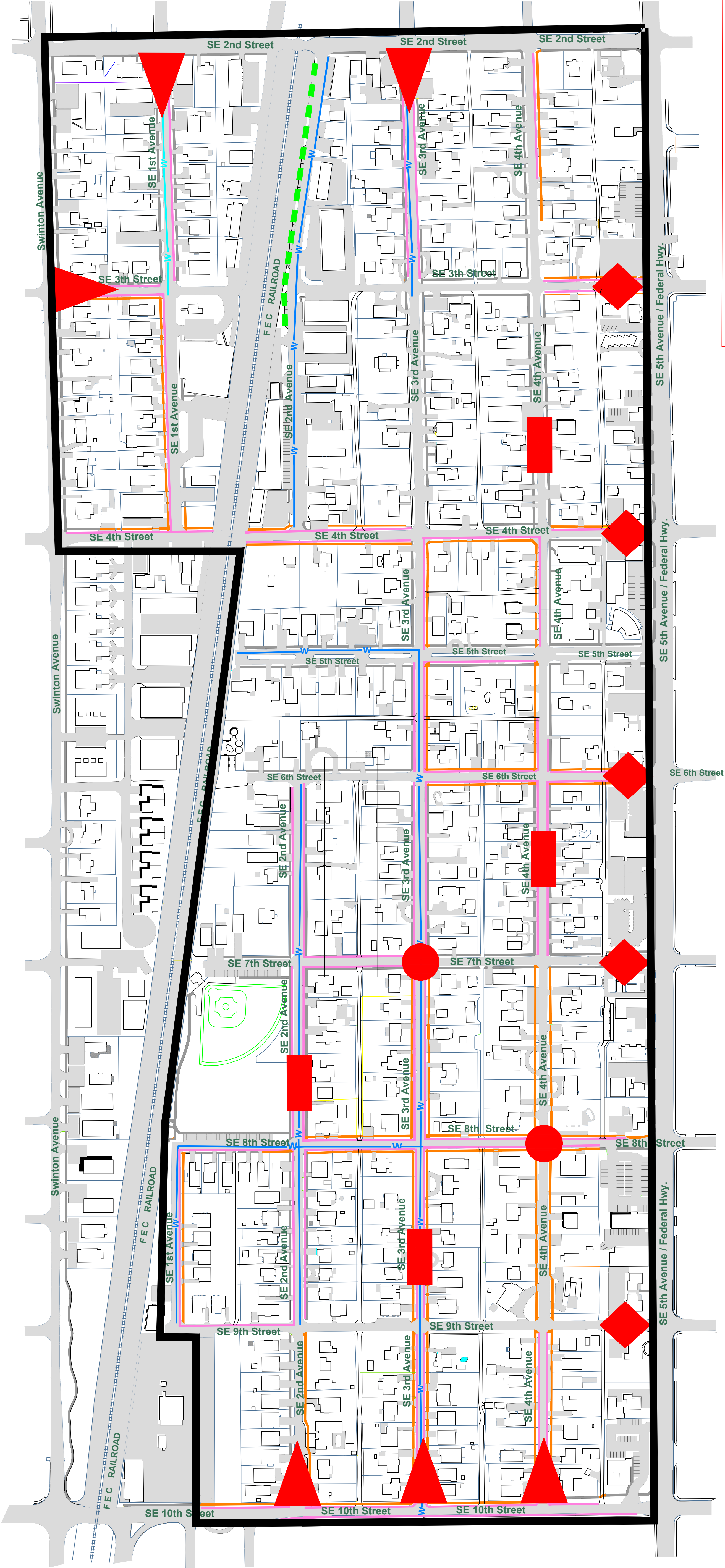
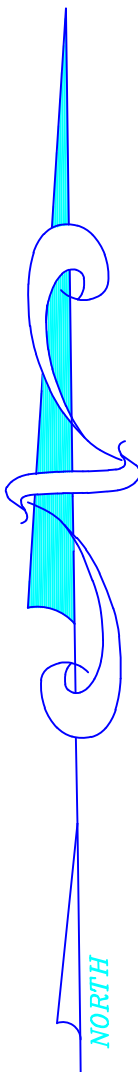
NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added. All other terms and conditions remain as stated in the RFQ.

**End of Addendum**

## **INSTRUCTIONS:**

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the disqualification of Respondent's response.

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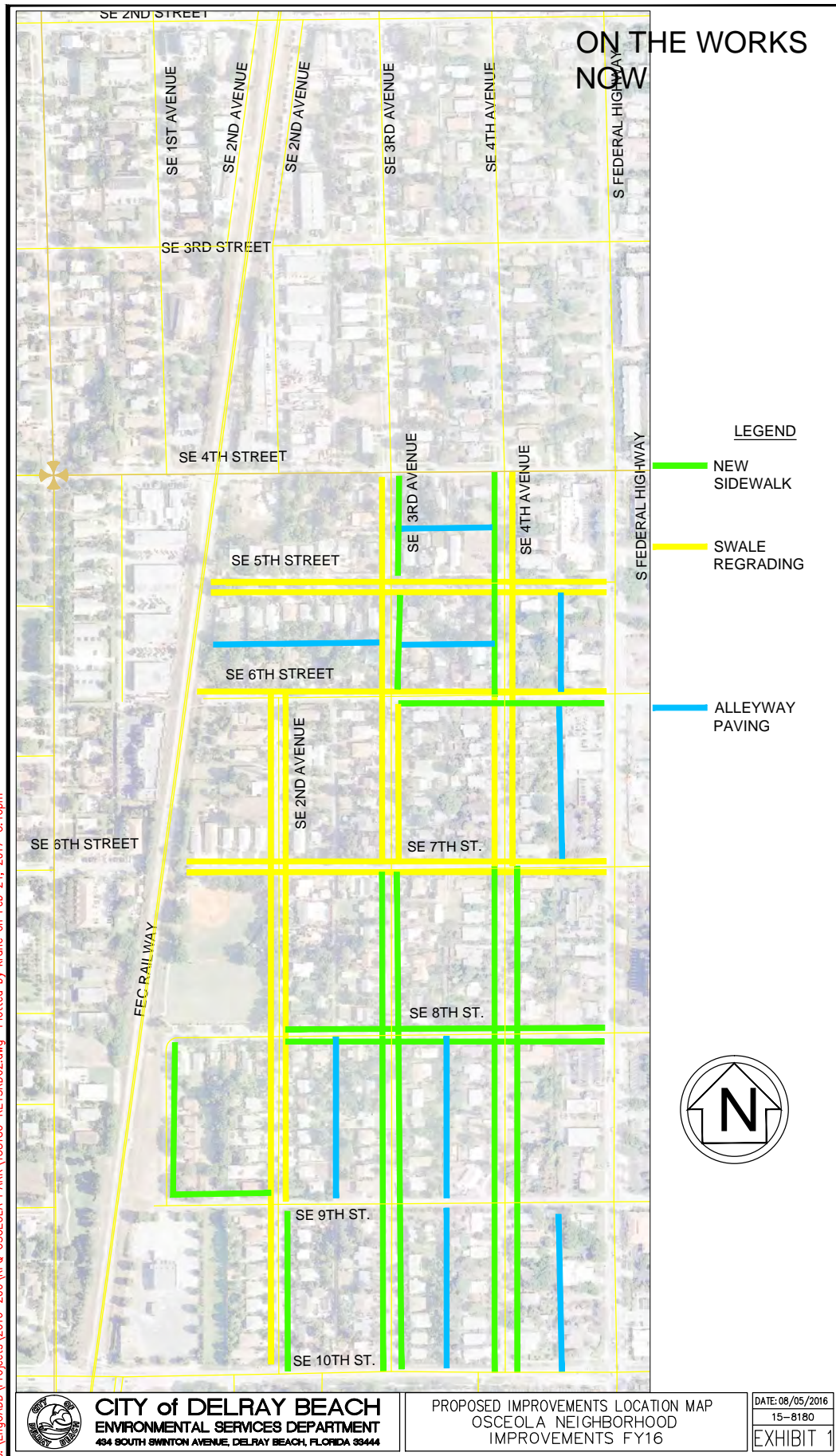


**CITY of DELRAY BEACH**  
ENVIRONMENTAL SERVICES DEPARTMENT  
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444

OSCEOLA PARK Per Plan  
NEIGHBORHOOD IMPROVEMENT  
Project #'s 2016-095

DATE: 02/24/2017  
2016-095  
1 of 1

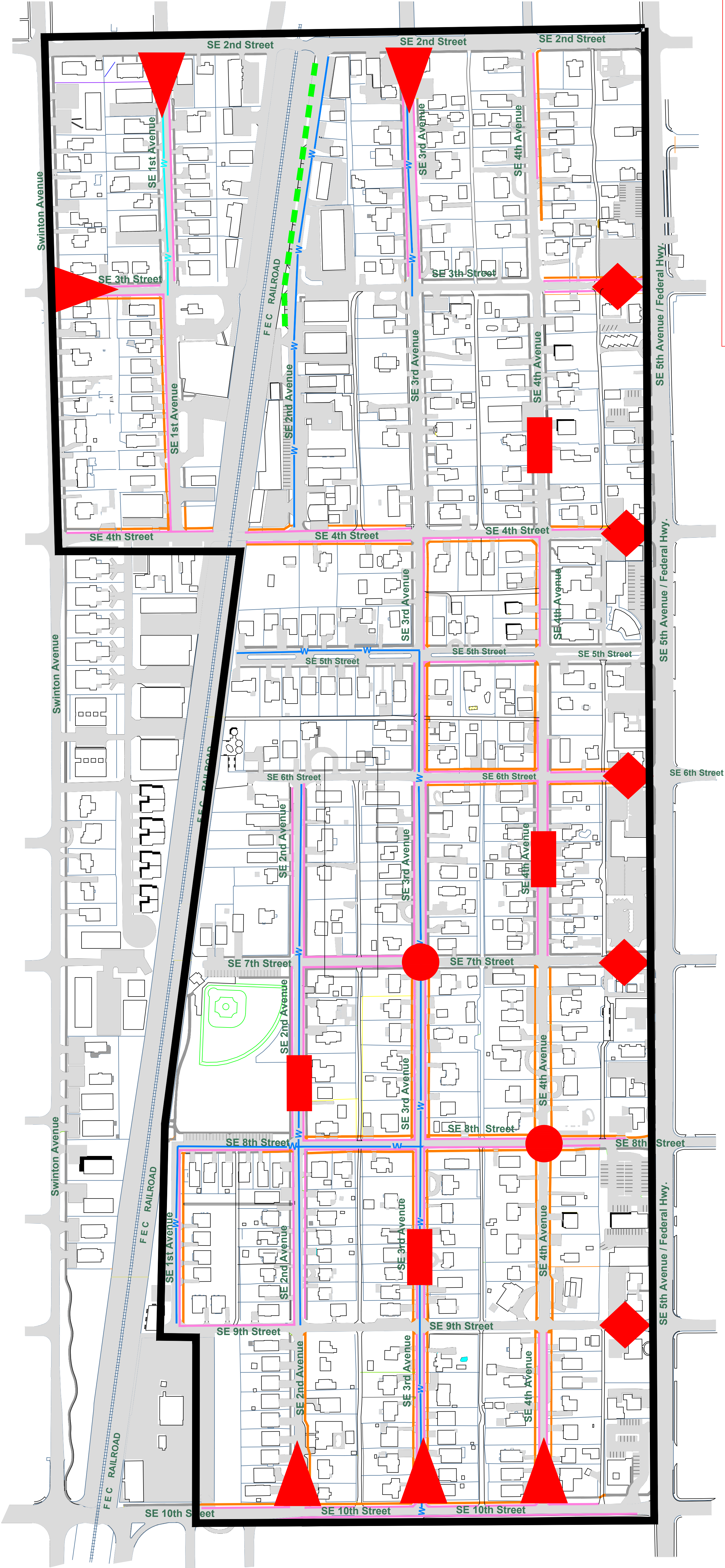
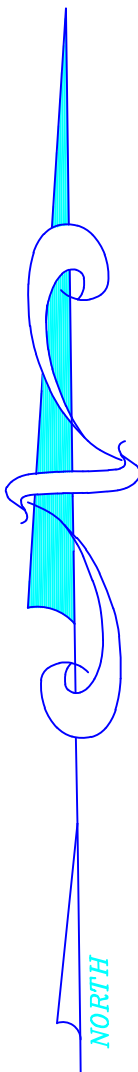


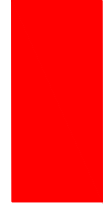
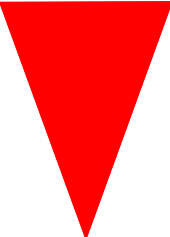
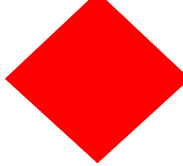
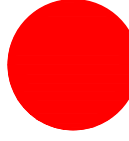


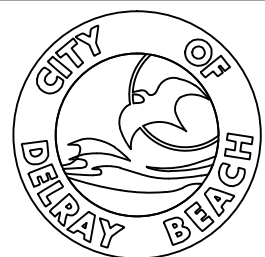
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-  Traffic Calming Device Proposed Speed Hump
-  Traffic Calming Device Proposed Bulb Out
-  Traffic Calming Device Proposed Street Narrowing
-  Traffic Calming Device Proposed Roundabout

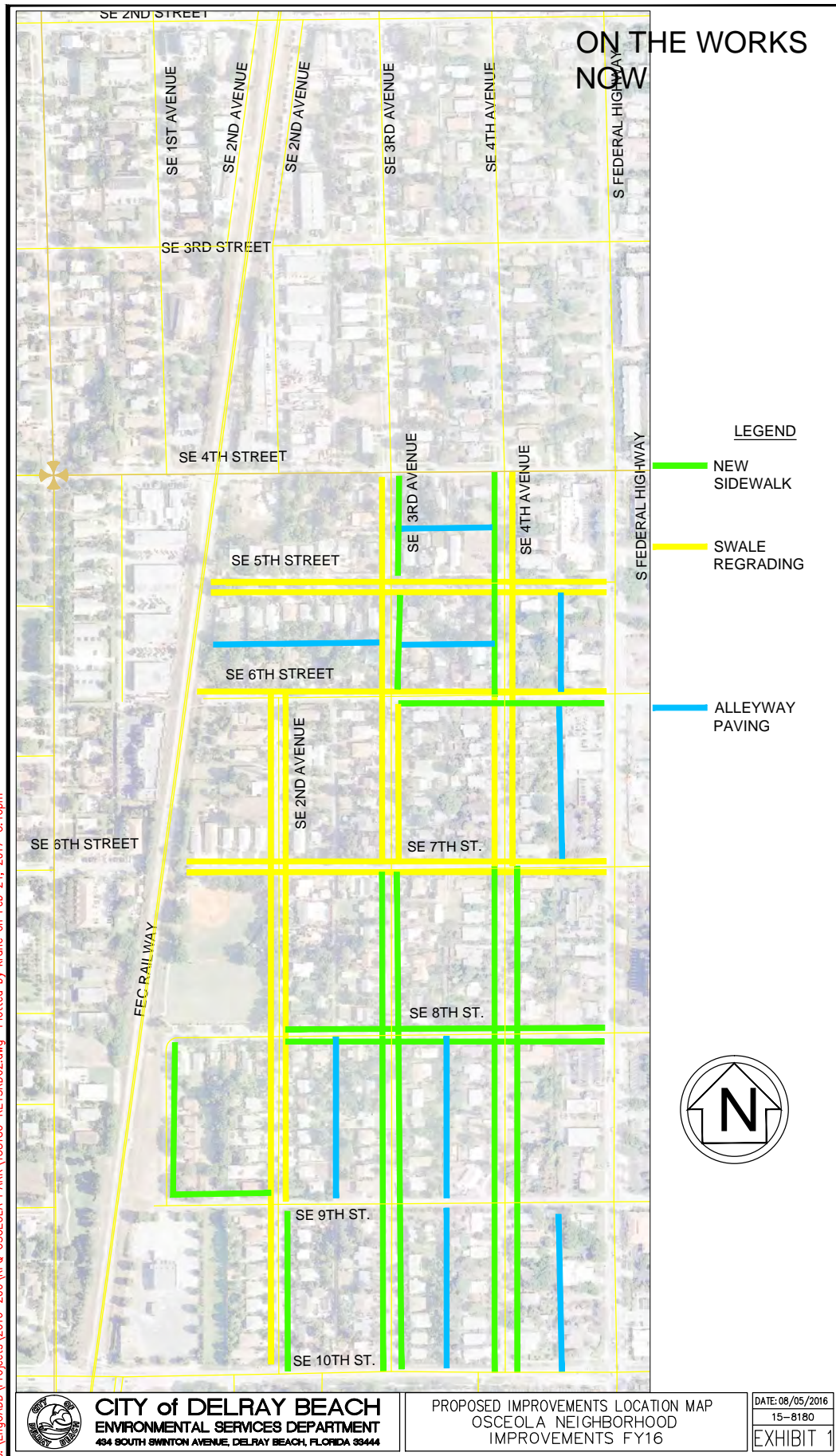


**CITY of DELRAY BEACH**  
ENVIRONMENTAL SERVICES DEPARTMENT  
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444

OSCEOLA PARK Per Plan  
NEIGHBORHOOD IMPROVEMENT  
Project #'s 2016-095

DATE: 02/24/2017  
2016-095  
1 of 1





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CITY OF DELRAY BEACH  
100 N.W. 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

## Solicitation Addendum

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**Addendum No.:** 2

**Solicitation No.:** 2017-035

**Project No.:** 16-095

**Solicitation Title:** Design of Osceola Neighborhood Improvements

**Addendum Date:** March 1, 2017

**Purchasing Contact:** Ryan Lingholm

---

**THE FOLLOWING ITEMS ARE MADE AND HEREBY BECOME A PART OF THIS SOLICITATION:**

**ADD:**

### **SECTION 2, ITEM 3 MINIMUM QUALIFICATION REQUIREMENTS**

G. Must submit Standard Form 330.

**Complete and submit Appendix E, Standard Form 330.**

**Note: Proposers may use the electronic form.**

**ADD:**

### **APPENDIX E, STANDARD FORM 330**

Appendix E, Standard Form 330 has been added per this Addendum No. 2.

**CHANGE TO:**

### **TABLE OF CONTENTS**

Appendix A – Sample Agreement  
Appendix B – Drawing Location Map  
Appendix C – Probable Traffic Calming Map  
Appendix D – Alleys Currently In Progress

Appendix E – Standard Form 330

**CHANGE TO:**

**ADDENDUM NO. 1, QUESTION AND RESPONSE NO. 7**

**Q7. Are Proposers required to submit SF330 forms?**

~~R7. No, the SF330 forms are not required as part of a Proposer's response to this solicitation.~~

Yes. Per this Addendum No. 2, Proposers must submit a completed Standard Form 330 as part of the Minimum Qualification Requirements.

**QUESTIONS AND RESPONSES:**

**Q1. Do sub-consultants need to submit forms or just the prime firm?**

R1. The firm submitting as the prime consultant is responsible for meeting all requirements set forth in the RFQ, including all forms. Note that one or more requirements of this RFQ may require collaboration between the prime consultant and sub-consultant(s).

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NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added. All other terms and conditions remain as stated in the RFQ.

**End of Addendum**

**INSTRUCTIONS:**

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the disqualification of Respondent's response.

## ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 11/30/2017

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

### PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

### GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

### INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

### DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

### SPECIFIC INSTRUCTIONS

#### Part I - Contract-Specific Qualifications

##### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

##### Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

## Section C. Proposed Team.

### 9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

## Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

## Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

## Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.



25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

**Section G. Key Personnel Participation in Example Projects.**

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

**Section H. Additional Information.**

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

**Section I. Authorized Representative.**

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

## Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.



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List of Disciplines (*Function Codes*)

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Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

### List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navais; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories		
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
		F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities		
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers		
C11	Community Facilities	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C12	Communications Systems; TV; Microwave		
C13	Computer Facilities; Computer Service	G06	Graphic Design
C14	Conservation and Resource Management		
C15	Construction Management	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C16	Construction Surveying	H02	Hazardous Materials Handling and Storage
C17	Corrosion Control; Cathodic Protection; Electrolysis	H03	Hazardous, Toxic, Radioactive Waste Remediation
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting		
C19	Cryogenic Facilities	H04	Heating; Ventilating; Air Conditioning
		H05	Health Systems Planning
D01	Dams ( <i>Concrete; Arch</i> )	H06	Highrise; Air-Rights-Type Buildings
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H07	Highways; Streets; Airfield Paving; Parking Lots
D03	Desalinization ( <i>Process &amp; Facilities</i> )		
D04	Design-Build - Preparation of Requests for Proposals	H08	Historical Preservation
D05	Digital Elevation and Terrain Model Development	H09	Hospital & Medical Facilities
D06	Digital Orthophotography	H10	Hotels; Motels
D07	Dining Halls; Clubs; Restaurants	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D08	Dredging Studies and Design	H12	Hydraulics & Pneumatics
		H13	Hydrographic Surveying

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION (City and State)			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

### 19. RELEVANT PROJECTS

<b>a.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	
<b>b.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	
<b>c.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	
<b>d.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	
<b>e.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border: none;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>			
<b>23. PROJECT OWNER'S INFORMATION</b>				
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
<b>a.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

## G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

## 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	



**H. ADDITIONAL INFORMATION**

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**  
*The foregoing is a statement of facts.*

31. SIGNATURE	32. DATE
33. NAME AND TITLE	

## 1. SOLICITATION NUMBER (If any)

*(If a firm has branch offices, complete for each specific branch office seeking work.)*

2a. FIRM (or Branch Office) NAME			3. YEAR ESTABLISHED		4. UNIQUE ENTITY IDENTIFIER	
2b. STREET			5. OWNERSHIP			
2c. CITY		2d. STATE	2e. ZIP CODE		a. TYPE	
			b. SMALL BUSINESS STATUS			
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM (If Block 2a is a Branch Office)			
6b. TELEPHONE NUMBER		6c. E-MAIL ADDRESS				
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	

[illegible]

<b>11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS</b> <i>(Insert revenue index number shown at right)</i>		<b>PROFESSIONAL SERVICES REVENUE INDEX NUMBER</b>	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work		2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

*The foregoing is a statement of facts.*

a. SIGNATURE	b. DATE
c. NAME AND TITLE	

## ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 11/30/2017

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

### PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

### GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

### INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

### DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

### SPECIFIC INSTRUCTIONS

#### Part I - Contract-Specific Qualifications

##### Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

##### Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

## Section C. Proposed Team.

### 9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

## Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

## Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

## Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

**Section G. Key Personnel Participation in Example Projects.**

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

**Section H. Additional Information.**

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

**Section I. Authorized Representative.**

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

## Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

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List of Disciplines (*Function Codes*)

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Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer



### List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navais; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories		
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
		F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities		
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers		
C11	Community Facilities	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C12	Communications Systems; TV; Microwave		
C13	Computer Facilities; Computer Service	G06	Graphic Design
C14	Conservation and Resource Management		
C15	Construction Management	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C16	Construction Surveying	H02	Hazardous Materials Handling and Storage
C17	Corrosion Control; Cathodic Protection; Electrolysis	H03	Hazardous, Toxic, Radioactive Waste Remediation
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting		
C19	Cryogenic Facilities	H04	Heating; Ventilating; Air Conditioning
		H05	Health Systems Planning
D01	Dams ( <i>Concrete; Arch</i> )	H06	Highrise; Air-Rights-Type Buildings
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H07	Highways; Streets; Airfield Paving; Parking Lots
D03	Desalinization ( <i>Process &amp; Facilities</i> )		
D04	Design-Build - Preparation of Requests for Proposals	H08	Historical Preservation
D05	Digital Elevation and Terrain Model Development	H09	Hospital & Medical Facilities
D06	Digital Orthophotography	H10	Hotels; Motels
D07	Dining Halls; Clubs; Restaurants	H11	Housing ( <i>Residential, Multi-Family; Apartments; Condominiums</i> )
D08	Dredging Studies and Design	H12	Hydraulics & Pneumatics
		H13	Hydrographic Surveying



List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION (City and State)			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

### 19. RELEVANT PROJECTS

<b>a.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	
<b>b.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	
<b>c.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	
<b>d.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	
<b>e.</b>	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		
		<input type="checkbox"/> Check if project performed with current firm	

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*

22. YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION *(If applicable)*

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

b. POINT OF CONTACT NAME

c. POINT OF CONTACT TELEPHONE NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

## G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

## 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	

**H. ADDITIONAL INFORMATION**

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

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**I. AUTHORIZED REPRESENTATIVE**  
*The foregoing is a statement of facts.*

31. SIGNATURE	32. DATE
33. NAME AND TITLE	







CITY OF DELRAY BEACH  
100 N.W. 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

## Solicitation Addendum

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**Addendum No.:** 3

**Solicitation No.:** 2017-035

**Project No.:** 16-095

**Solicitation Title:** Design of Osceola Neighborhood Improvements

**Addendum Date:** March 2, 2017

**Purchasing Contact:** Ryan Lingholm

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**THE FOLLOWING ITEMS ARE MADE AND HEREBY BECOME A PART OF THIS SOLICITATION:**

### QUESTIONS AND RESPONSES:

**Q1. Is the Standard Form 330 required in addition to Section 2, Item 4 Proposal Response Requirements?**

R1. Yes, the Standard Form (SF) 330 is required in addition to the Proposal Response Requirements. However, for any duplicate requests for information, Proposers can elect to complete each section's requirements in the Proposal Response Requirements subsection of the Proposal only. If Proposers utilize this method, a statement should be inserted into each applicable field of the SF330 to inform the City that the requirement has been fulfilled in said subsection. The City will also accept proposals that complete this task vice versa. If you need further clarification, please call the Purchasing Contact at (561) 243-7129 Ext. 1811.

**Q2. Should Prime Consultants obtain an SF330 from all sub-consultants?**

R2. No. Only one SF330 should be completed per proposal. However, the SF330 should be completed per the instructions of the form.

**Q3. Will the City consider extending the due date due to accommodate the additional request of information?**

R3. The Due Date and Time (for delivery of proposals) will not be extended at this time. Refer to the response for Question 1 relating to the additional request of information.

**Q4. Due to the addition of SF330, will the City be removing and/or changing any sections (i.e. Section 4 A and 4 B) or extending the due date?**

R4. No sections will be modified. Refer to the response for Question 3 for additional information.

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NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added. All other terms and conditions remain as stated in the RFQ.

### **End of Addendum**

#### **INSTRUCTIONS:**

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the disqualification of Respondent's response.



CITY OF DELRAY BEACH  
100 N.W. 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

## Solicitation Addendum

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**Addendum No.:** 4

**Solicitation No.:** 2017-035

**Project No.:** 16-095

**Solicitation Title:** Design of Osceola Neighborhood Improvements

**Addendum Date:** March 3, 2017

**Purchasing Contact:** Ryan Lingholm

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**THE FOLLOWING ITEMS ARE MADE AND HEREBY BECOME A PART OF THIS SOLICITATION:**

**CHANGE TO:**

**SUMMARY, TIME**

TIME: 2:00 P.M., ET

**CHANGE TO:**

**APPENDIX A, SECTION III(3)(C)**

The Consultant shall prepare a detailed opinion of probable cost in accordance with ~~paragraph LG~~ Section III, Item (1)(F), which shall be reviewed by the City prior to going out for bids.

**QUESTIONS AND RESPONSES:**

**Q1. Would the City consider revising the Indemnity/Hold Harmless Agreement language in Section 1, Item B(41) of the RFQ document as follows?**

**INDEMNITY/HOLD HARMLESS AGREEMENT**

**Proposer shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and**

**employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any negligent, or reckless act of, or omission of, Proposer, its employees, agents, servants, or officers, or accruing, resulting from, or related to the services performed under the Agreement.**

R1. No. The City does not accept the proposed revision to the referenced section.

**Q2. Will the City please clarify what content is being referred to in Appendix A, Section III, Item (3)(C) when it mentions "paragraph LC?"**

R2. Appendix A, Section III, Item (3)(C) has been revised per this Addendum No. 4.

**Q3. Would the City consider revising the Indemnification language from Appendix A, Section X, Item (T). The paragraph references Florida Statutes 725.06, and this is the preferred language for that Statute:**

**".....Consultant agrees to defend, indemnify and hold harmless the City, their agents and employees from any claims to the extent caused by a negligent act, error or omission of the Consultant in the performance of services under this Agreement."**

R3. No. The City does not accept the proposed revision to the referenced section.

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NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added. All other terms and conditions remain as stated in the RFQ.

### **End of Addendum**

#### **INSTRUCTIONS:**

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the disqualification of Respondent's response.

## **EXHIBIT “B”**

## I. PROJECT DESCRIPTION

The City of Delray Beach (City) desires to improve the roadways (approx. 3.90 miles), alley ways (approx.. 1.15 miles of permeable paving), sidewalks, swales, driveways, stormwater system, sanitary sewer system, water mains and provide decorative street lighting along the 3.90 miles of roadway improvements. The project includes the following streets in the Osceola Park Neighborhood (refer to **Appendix 1** for project location map):

### Roadway Milling and Resurfacing:

- Southeast (SE) 2<sup>nd</sup> Street (St) from South (S) Swinton Avenue to SE 5<sup>th</sup> Avenue
- SE 3<sup>rd</sup> St from S Swinton Avenue to SE 5<sup>th</sup> Avenue
- SE 4<sup>th</sup> St from S Swinton Avenue to SE 5<sup>th</sup> Avenue
- SE 5<sup>th</sup> St from St End to SE 5<sup>th</sup> Avenue
- SE 6<sup>th</sup> St from St End to SE 5<sup>th</sup> Avenue
- SE 7<sup>th</sup> St from SE 2<sup>nd</sup> Avenue to SE 5<sup>th</sup> Avenue
- SE 8<sup>th</sup> Avenue from SE 1<sup>st</sup> Avenue to SE 5<sup>th</sup> Avenue
- SE 9<sup>th</sup> Avenue from SE 1<sup>st</sup> Avenue to SE 5<sup>th</sup> Avenue
- SE 1<sup>st</sup> Avenue from SE 2<sup>nd</sup> St to SE 4<sup>th</sup> St
- SE 1<sup>st</sup> Avenue from SE 8<sup>th</sup> St to SE 9<sup>th</sup> St
- SE 2<sup>nd</sup> Avenue from SE 6<sup>th</sup> St to SE 10<sup>th</sup> St
- SE 3<sup>rd</sup> Avenue from SE 2<sup>nd</sup> St to SE 10<sup>th</sup> St
- SE 4<sup>th</sup> Avenue from SE 2<sup>nd</sup> St to SE 10<sup>th</sup> St

### Alley-Way Paving (Permeable Paving):

- Alleyway between S Swinton Avenue and SE 1<sup>st</sup> Avenue from SE 3<sup>rd</sup> St to SE 4<sup>th</sup> St
- Alleyway between SE 3<sup>rd</sup> Avenue and SE 4<sup>th</sup> Avenue from SE 3<sup>rd</sup> St to SE 4<sup>th</sup> St
- Alleyway between SE 4<sup>th</sup> Avenue and S. Federal Highway from SE 3<sup>rd</sup> St. to SE 4<sup>th</sup> St.
- Alleyway between SE 3<sup>rd</sup> Avenue and SE 4<sup>th</sup> Avenue from SE 4<sup>th</sup> St to SE 5<sup>th</sup> St
- Alleyway between the FEC Railway and SE 3<sup>rd</sup> Avenue from SE 5<sup>th</sup> St. to SE 6<sup>th</sup> St.
- Alleyway between SE 3<sup>rd</sup> Avenue and SE 4<sup>th</sup> Avenue from SE 5<sup>th</sup> St to SE 6<sup>th</sup> St
- Alleyway between SE 4<sup>th</sup> Avenue and S. Federal Highway from SE 5<sup>th</sup> St. to SE 6<sup>th</sup> St.

- Alleyway between SE 4<sup>th</sup> Avenue and S. Federal Highway from SE 6<sup>th</sup> St. to SE 7<sup>th</sup> St.
- Alleyway between SE 2<sup>nd</sup> Avenue and SE 3<sup>rd</sup> Avenue from SE 8<sup>th</sup> St to SE 9<sup>th</sup> St
- Alleyway between SE 3<sup>rd</sup> Avenue and SE 4<sup>th</sup> Avenue from SE 8<sup>th</sup> St to SE 9<sup>th</sup> St
- Alleyway between SE 3<sup>rd</sup> Avenue and SE 4<sup>th</sup> Avenue from SE 9<sup>th</sup> St to SE 10<sup>th</sup> St
- Alleyway between SE 4<sup>th</sup> Avenue and S. Federal Highway from SE 9<sup>th</sup> St. to SE 10<sup>th</sup> St.

Alley-Way Re-Paving (Permeable Paving):

- Alleyway between SE 3<sup>rd</sup> Avenue and SE 4<sup>th</sup> Avenue from SE 2<sup>nd</sup> St to SE 3<sup>rd</sup> St
- The City selected Mathews Consulting, a Baxter & Woodman Company (Consultant) to provide these services through the Request for Qualification Solicitation #2017-035.

Project components consist of the following:

- Topographic survey
- Geotechnical
- Soft-Digs
- Traffic Calming Study
- Pavement design
- Alleyway design
- Investigating and upgrading existing storm drain pipes, inlets and manholes
- Investigating and upgrading existing sanitary sewers, manholes and services
- Upgrading any 2" and 4" water mains and services
- Sidewalks and swales
- Upgraded pedestrian ramps, sidewalks and driveways
- Signing and pavement markings
- Lighting – LED Emitting Diode (LED)
- Clean, video and inspect all sewer and drainage pipes
- Public Outreach
- Permitting

## **II. SCOPE OF SERVICES**

### **Phase I – Study and Report Phase**

1. **Early Coordination and Data Collection:** Obtain, review and evaluate the following information provided by the City for use in design:
  - a. Original Traffic Calming Recommendations
  - b. Existing traffic control devices and signs
  - c. Existing street widths
  - d. Analysis of previously installed traffic control devices at other locations in City
  - e. Utility Atlases
  - f. Aerial Photography
  - g. Crash Data (5 years)
  - h. Right Of Way (ROW), Geographical Information System (GIS) and property data
2. **Traffic Counts:** Collect automated traffic counts and speed data in the project area using Radar Recorders. Data collection will include 24-hour collection at approximately every other block along the project limits, or as dictated by possible high speed/cut-through traffic locations. Determine Average Daily Traffic and 85<sup>th</sup> percentile speed for each street in accordance with Manual on Uniform Traffic Control Devices (MUTCD) guidelines. Complete this process three separate times: existing conditions, post temporary traffic calming installations, and post 2<sup>nd</sup> installation of temporary traffic calming installations (if necessary).
3. **Origin/Destination Study:** Conduct afternoon/evening peak hour Origin-Destination visual field surveys to observe general origin of traffic within the neighborhood.
4. **Traffic Calming Measures:** Analyze traffic calming measures to determine the most appropriate traffic calming measures given the traffic counts and prevailing speed.
5. **Public Survey:**
  - Prepare and distribute "public survey" handout for residences within the project area, which details the results of the speed study and solicits input on preferred traffic calming measures.
  - Prepare "voting board" where residents' within the project area can submit input
  - Analyze results of "voting board" and "public survey"
  - Complete a technical memorandum summarizing the findings of the public survey, traffic data collection, data analysis and alternative analysis of the traffic calming features.
6. **Alternative Traffic Calming Development:** Analyze and schematically develop up to two alternative traffic calming features for locations where traffic calming



are recommended within the project area. Review critical cross sections, right-of-way, impacts, and design constraints. Evaluate truck-turning movements using Autoturn software. Compile alternatives and summarize findings of the analysis with recommendations. Concept sketches of each alternative considered will be developed.

**7. Preferred Alternative Temporary Installation (up to two installations/analysis):**

- Provide concept sketches of alternative temporary installation to City and coordinate installation of temporary measures and signage. Up to two temporary installations will be completed.
- Coordinate Installation of up to two temporary traffic calming devices and signage similar to proposed permanent traffic calming devices, including up to two field visits for each of the two temporary installations.
- Analyze the new speed and traffic data and compare to previously collected data with existing conditions for up to two temporary installations. Prepare summary of findings and analyze effectiveness of temporary traffic calming measure.

**The scope does not include providing material or installing temporary traffic control measures. It is assumed the temporary measures will be installed with City staff or staff will secure contractor to install temporary measures.**

**8. Preferred Alternative Design:**

- Develop the final design of the chosen traffic calming features, including plan, profile, signage, and pavement markings in areas selected for traffic calming measures throughout the project. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions. Incorporate drawings and special provisions into overall project plans and bidding documents
- Develop preliminary cost estimates for the preferred improvement.
- Prepare a final report, which details all data collection, analysis, public involvement summary, temporary installation devices results and final installation recommendations.

The preferred design is assumed to fit within the existing right-of-way. The scope does not include ROW acquisition.

**9. Meetings:**

- The following meetings are anticipated for this project:
  - City (5 total)
  - Emergency Services (2 total)
  - Public Meetings (3): Prepare advertisement, exhibits, handouts, and attend up to three Public Meetings and/or Hearings. Prepare meeting minutes to document public comments. Prepare mailings to property owners within project limits.

10. **Quality Assurance:** Consultant shall provide internal Quality Assurance/Quality Control (QA/QC) reviews on the Traffic Calming Report.

### **Phase II – Preliminary Design Phase**

1. **Draft Preliminary Design Report:** Based on the results from the Pavement Analysis (included in Phase III – Final Design Phase) and the results from the Cleaning and Televising of Sewer & Drainage Lines (included in Other Services on Page 9 of this Contract), Consultant shall prepare a Preliminary Design Report summarizing the recommended infrastructure improvements for the project area. The improvements shall consist of:
  - Roadway milling and/or roadway reconstruction
  - Alley way permeable paving
  - Stormwater piping and catchbasins
  - Swales
  - Sidewalks and all Americans with Disabilities Act (ADA) requirements
  - Driveways
  - Sanitary sewer rehabilitation or replacement
  - Water main upgrades
  - Decorative Street Lighting (LED)

Four (4) copies of the draft preliminary design report shall be submitted to the City for review and comment. A preliminary construction cost shall be included in the report.

2. **Identify Flood Problem Areas:** Consultant shall research to determine if any existing surface water management permits are on file with the South Florida Water Management District (SFWMD). Consultant shall conduct a field visit to review existing drainage conditions of the study area. Consultant shall meet with the City to discuss any flooding issues that staff is aware of and/or any resident drainage complaints in the project area.
3. **Stormwater Management Modeling:** Available topographic information and aerial data shall be reviewed and utilized in order to determine the limits of the

drainage basin, the general direction of surface drainage flow, to estimate percent pervious and impervious areas and to develop stage/storage curves.

Consultant shall determine the limits of the drainage basins, calculate the estimated run-off volumes for a 3-year, 1-day and 5-year, 1-day storm event and determine possible methods for drainage improvements. Consultant shall develop a stormwater model to determine drainage pipe locations and sizes.

4. **Final Design Report:** Upon receipt of City comments on the preliminary design report, Consultant shall prepare the final design report and submit four (4) copies to the City and one (1) electronic Portable Document Format (PDF) copy.
5. **Meetings:** Consultant shall attend preliminary design kick-off meeting and two (2) design meetings with the City and provide written meeting minutes of the items discussed.
6. **Quality Assurance:** Consultant shall provide internal QA/QC reviews on the Preliminary Design Report.

### **Phase III – Final Design Phase**

1. **Field Investigation:** Field reconnaissance of the proposed roadway and pipelines alignment shall be performed. Photograph log walk-through will be included. In addition, potential underground existing utilities will be identified.
2. **Utility Coordination:** Coordination with utility agencies (electric, phone, gas, cable Television (TV), and City facilities) shall be performed to collect record information. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.
3. **Pavement Analysis:** A visual inspection of all the roadways in the project area and the *Pavement Management System Report* will be reviewed in order to determine the current pavement condition. Pavement cores will be obtained at selected locations along the roadway sections. The asphalt and baserock thickness will be reviewed, a Structural Number calculated, and compared to the Structural Number for the City's standard roadway section. Based upon this information, Consultant will provide a recommendation for each roadway segment for mill and overlay or for pavement reconstruction. This recommendation will also take into account the amount of pavement disruption required for installation of any proposed stormwater and sanitary improvements.
4. **Design Drawings:** Consultant shall prepare construction drawings which shall include: cover sheet, general notes, civil plan/profile drawings, and detail sheets

conforming to the requirements of the current City of Delray Beach Minimum Construction Standards. The drawing scale shall be 1" = 20' for plan and 1" = 2' for profile. Consultant shall prepare the engineering design elements on topographic survey information prepared by Consultant's surveyor using Auto-Computer Aided Design (AutoCAD) Release 2016 format and available As-Built Drawings. Consultant shall coordinate with the City in order to design the infrastructure improvements in accordance with the requirements and design standards of the City. Drawings (four copies & pdf copy) shall be submitted for City review at 30% (plan view only), 60% and 100% Stages (plan/profile).

5. **Specifications:** Contract documents consisting of "front-end" documents and technical specifications shall be prepared and shall conform to City of Delray Beach Standards and the Florida Department of Transportation (FDOT) Standard Specifications for road and bridge work. Specifications (four copies & pdf copy) shall be submitted for City review at the 30%, 60% and 100% stages.
6. **Cost Estimate:** At the 30%, 60% and 100% stages, Consultant shall prepare a detailed opinion of probable construction cost based upon the level of design drawings and specifications approved by the City. The cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages. Opinion of probable construction cost (four copies & pdf copy) shall be submitted for City review at the 30%, 60% and 100% stages.
7. **Meetings:** Consultant shall attend design kick-off meeting and three (3) design meetings with the City and provide written summary of the issues discussed.
8. **QA/QC:** Consultant shall provide internal QA/QC reviews on the 30%, 60% and 100% Design Documents (e.g. drawings and specifications).

### **Phase IIIA – Public Outreach**

1. **Coordination/Meetings:** Consultant shall coordinate and lead public stakeholder outreach meetings at the City's Environmental Services Building or Public Library. This shall include up to four meetings.
2. **Prepare Presentation Material:** Consultant shall prepare brochures and presentation material for each public outreach meeting. The City shall be responsible for mailing to the public.
3. **Prepare Mailing List:** Consultant shall identify all impacted property owners and tenants. Consultant shall prepare a mailing list of all such

entities and shall update the mailing list as needed throughout the duration of the project.

4. **Project Web-Site:** Consultant shall design, maintain and host a website for use throughout the project that will be linked to the City's website used to educate the public about the project, its purpose, how to get involved, and to provide feedback on traffic calming alternatives and other design (i.e. drainage, lighting, etc.) aspects of the project. Update website content every month and before and after each public meeting to correspond with project milestones. Project website pages can include the following components: About the Project, Get Involved, Provide Input, Frequently Asked Questions (FAQ), and Resources.
  - Assumptions:
    - Domain name will be purchased for a 1-year period with the option to extend
    - Mathews Consulting will host and maintain a website with option to renew
    - No on-line meeting capabilities will be included

Note: this web-site is only for the 12-month design duration and not for construction.

5. **Social Media:** Consultant shall develop social media content for the City to use on existing Facebook and Twitter outlets during the design duration of the project. Develop content to coincide with event notices and provide in a schedule for the City to post at appropriate dates prior to the event.

#### **Phase IV – Bidding/Negotiation Phase**

1. **Prepare Schedule of Bid Items:** Consultant shall prepare the schedule of bid items that will be used in the City's Front-End Document.
2. **Pre-Bid Conference:** Consultant shall attend pre-bid conference.
3. **Bid Clarification:** Consultant shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period. The information will be provided to the City to issue as an Addendum.
4. **Contract Award:** Consultant shall attend the bid opening and assist City in evaluating bids and proposals.
5. **Final Deliverable:** After Contract Award, Consultant shall furnish the As-Bid design drawings, one (1) set of AutoCAD (Version 2016) files and one

(1) set of PDF files in electronic format on Compact Disc (CD). Consultant shall also provide one hard copy only of the Contract Documents (i.e. front-ends and technical specifications).

### **Phase V – Construction Administration Phase**

1. **Design Support:** Consultant shall provide design support during construction activities. This includes providing drawing clarifications, assisting with answering any Request for Information's (RFI), and attending any requested meetings.

### **Other – Permitting**

At the outset of the Design Phase, the Consultant shall meet with the appropriate permitting agencies to determine potential permitting requirements. Agencies anticipated to have jurisdiction over the project include: (1) Palm Beach County Health Department (PBCHD) for water main and gravity sewer replacement permit; and (2) SFWMD for stormwater improvements.

Permit applications shall be completed as required for PBCHD and SFWMD. Associated permit application fees shall be determined by Consultant and paid by City.

- PBCHD Water Main Construction Permit and Gravity Sewer Collection System Permit.
- SFWMD General Environmental Resource Permit.

In addition to preparing the permit applications for appropriate regulatory agencies, Consultant shall assist the City in consultations with the appropriate authorities. Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each of the regulatory agencies.
- Attend up to one (1) meeting with each of the regulatory agencies during review of the final permit applications.
- Respond to request(s) for additional information from each regulatory agency.

### **Other – Survey**

Consultant shall furnish the services of a professional surveyor to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. All existing facilities and utilities within the established

project limits will be referenced by baseline station with an offset distance (left or right) from baseline for the project and will include the following:

1. Topography survey at 50-foot intervals and at major ground elevation changes to depict existing ground profile at proposed project area. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
  - a. Location of all visible fixed improvements within the project limits, including physical objects, roadway pavement, railway tracks, canals, driveways, sidewalks, curb, trees, signs, fences, power poles, buildings, and other encumbrances, including point of curvature and point of tangency.
  - b. Location of all known above and below ground existing utilities: Florida Power & Light (FPL), BellSouth, Cable TV, Natural Gas, Potable Water (pipe diameter, Top of Pipe (TOP), valves, fire hydrants, and meters), Reclaimed Water Mains (pipe diameter, TOP and valves), Force Mains (pipe diameter, TOP, and valves), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs), Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and **all** other accessible structures. This will include coordination with Sunshine and City of Delray Beach. Underground piping shall be pot-holed by City in a timely fashion.
  - c. Identify platted rights-of-way (including bearing and distances for centerline), lot numbers, house address, ownership lines, block numbers and dedicated easements.
  - d. Elevations shall be indicated every 50 feet, at a minimum, to indicate centerline grades, edge of pavement grades, and shoulder grades, low points, railway ditch bottoms, and all right-of-way lines. Intermediate grades shall be indicated at all grade breaks, driveways and sidewalks. Sufficient grades shall be indicated on the driveways and parking areas to indicate direction of grade.
  - e. Provide and reference benchmarks at **maximum 600-foot intervals**. Elevations to be referenced to an existing established City or County Benchmark.
    - The above topographical survey data will be prepared in AutoCAD (Version 2016) format at a scale of 1"=20', as one continuous file. The City of Delray Beach standard layering system shall be followed.

### **Other – Geotechnical**

Consultant shall furnish the services of a professional geotechnical engineer to provide subsurface investigations of the project area that will include:

- Perform pavement core test (PC) in the roadways to determine the pavement condition.
- Perform standard penetration test (SPT) borings to an average depth of ten (10) feet to determine soil characteristics and ground water depths.
- Perform field permeability tests in the grass area for drainage calculations.
- Evaluate field data collected and provide geotechnical engineering evaluation report.

### **Other – Cleaning & Televising Sewer & Drainage Lines**

Consultant shall furnish the services of a professional televising company to provide cleaning and televising of the stormwater and sanitary system in the project area. The following tasks shall be performed:

1. The professional televising company shall furnish a Vactor truck, TV/inspection truck and crew to perform the services. Also, "Men Working" signs and traffic cones shall be placed during the cleaning and televising process.
2. All sanitary sewer and stormwater lines in the project area will be cleaned and televised. All loose sand and debris from the systems shall be removed and disposed off-site. Consultant shall assist in the inspection of all manholes.
3. The professional cleaning company shall make the necessary arrangement with the City for a floating hydrant meter to supply water for cleaning purposes.
4. The professional televising company shall provide television inspection reports, manholes inspections reports and Digital Video Disc's (DVD) of the findings. All findings shall be reported on Pipeline Assessment Certification Program (PACP) and all video recordings shall be provided in Moving Picture Experts Group (MPEG) format.
5. Consultant shall review the results of the cleaning and televising tasks, including review of the video recordings and review of all reports provided by the professional televising company. Consultant shall summarize a condition assessment of the gravity sewer system and stormwater system in the project area, and make recommendations regarding the appropriate method of



rehabilitation and repair (lining) and/or replacement. A preliminary construction cost estimate shall be prepared for the method selected. Four (4) copies of the draft report shall be submitted to the City for review and comment. A review meeting shall be held with City staff to receive comments. Consultant shall incorporate City comments, and four (4) copies of the final report shall be submitted.

### **Other – Field Verification – Utility Targeting**

Consultant shall furnish the services of a professional underground services company to provide subsurface utility targeting in the project area. The work shall consist of conducting a thorough electronic search for buried utility systems. The investigation will be accomplished using active and passive type utility detection gear that detects induced or naturally occurring energy fields present on conductive utilities. Field sheets will be generated that show the location, trend and configuration of utilities detected.

### **Other – Field Verification – Soft Digs**

Consultant shall furnish the services of a professional underground services company to provide underground field locations of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal location of affected utilities within the project limits. It is anticipated that approximately one-hundred (100) utility locations will need to be pot-holed.

### **ASSUMPTIONS**

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, Consultant shall advise City in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to Consultant will be negotiated with City.

1. City will provide Consultant record drawings of all available existing facilities and proposed facilities, which shall serve as the basis of design in this project. The information will be provided to Consultant within 5 calendar days of Notice to Proceed (NTP).
2. City personnel will assist in field verification of affected existing City facilities. This includes marking in field (in a timely manner) existing water mains, sanitary sewers & laterals, force mains, and drainage in the field for the Surveyor.

3. Consultant can assume that all existing and proposed infrastructure improvements are within City of Delray Beach rights-of-way.
4. Construction duration of 15-months is assumed.
5. City is responsible for all permitting fees, including costs of public notification in local newspapers.
6. The Contract Documents will be prepared as a single contract. No pre-purchase of materials and/or equipment is presumed.
7. A single bidding effort for the project is assumed. Re-bidding of the project is considered Additional Services.
8. City will be responsible for preparation of any descriptions, sketches and acquisition of easements (including temporary construction easements) that may be required. Consultant will identify the location and dimensions of any easements or temporary construction easements required for use of the City to prepare the easement descriptions and deeds.
9. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Work.
10. Contractor will be responsible for preparing Record Drawings.
11. Consultant assumes that there are no contaminated soils or groundwater in the project area.
12. Assisting the City in the settlement of construction claims is considered Additional Services.

### **ADDITIONAL SERVICES**

Consultant shall provide additional engineering services relating to the provision of surveying, geotechnical, sanitary, water, drainage improvements and lighting to the project area that are not covered under this Agreement. These additional services may be required due to uncertainties discovered during survey, soils, investigations, field verification of existing facilities and conditions, and potential property or easement acquisitions.

Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from the City Manager. The Notice-to-Proceed issued shall contain the following information and requirements:

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

### III. TIME OF PERFORMANCE

The completion dates for this work will be as follows (starting at written notice-to-proceed). Refer to **Appendix 2** for the project schedule.

<u>Engineering Services</u>	<u>Time per Phase</u>	<u>Cumulative Time</u>
Phase I – Traffic Calming Study	150 days	150 days
Phase II – Preliminary Design Report Survey	75 days	150 days
Phase III – Final Design <sup>(1)</sup>	120 days	150 days
Permitting <sup>(2)</sup>	240 days	330 days
Phase IV – Bidding	45 days	330 days
Phase V – Construction Support	90 days	420 days
	450 days	870 days

<sup>(1)</sup> *Geotechnical and Field Verification will be completed during Final Design Phase.*

<sup>(2)</sup> *Permitting will overlap with 100% design time frame.*

\*The schedule is based upon conducting a review meeting within 7 calendar days after the City receives the design submittal. All review comments shall be provided to Consultant within 7 calendar days after the City receives the submittal. An adjustment to the overall schedule will be required in case the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

### VI. COMPENSATION

The compensation for services provided shall be billed on an hourly basis plus reimbursable expenses for each phase of work in accordance with this Agreement, up to the following not to exceed cost for each phase. Refer to **Appendix 3** for budget summary.

<u>Engineering Services</u>	<u>Estimated Fees</u>
Phase I – Study & Report Phase	\$ 95,729.00
Phase II – Preliminary Design Phase	\$ 24,014.00
Phase III – Final Design Phase	\$ 257,188.00
Phase IIIA – Public Outreach	\$ 45,009.00
Phase IV – Bidding Phase	\$ 4,818.00
Phase V – Construction Phase	\$ 29,975.00

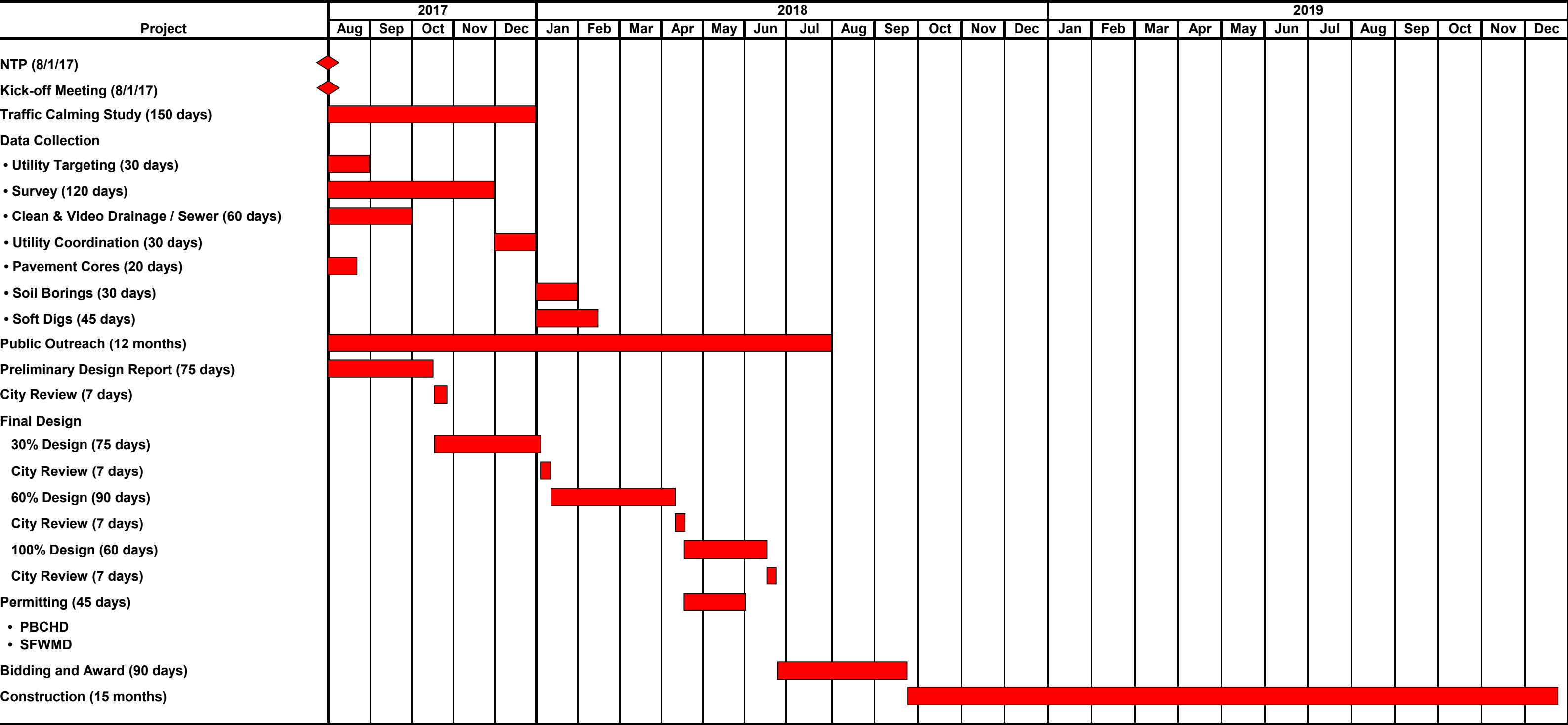
Permitting	\$ 11,282.00
Surveying	\$ 159,180.00
Geotechnical	\$ 37,650.00
Cleaning & Televising Sewer & Drainage Lines	\$ 68,750.00
Field Verification – Utility Targeting	\$ 31,630.00
Field Verification – Soft-Digs	\$ 35,305.00
Out-of-Pocket Expenses	<u>\$ 15,000.00</u> <sup>(1)</sup>
<b>TOTAL PROJECT COST</b>	<b>\$ 815,531.00</b>

*Notes:*

<sup>(1)</sup> *Out-of-Pocket Expenses include the following: printing/reproduction and postage.*



Osceola Park Neighborhood Improvements - Project Schedule



City of Delray Beach - Osceola Park Neighborhood Improvements

Budget Summary

Phase No.	Task Description	Labor Classification and Hourly Rates										
		Principal Engineer \$170.00	Senior Engineer III/IV \$161.00	Senior Engineer I/II \$140.00	Engineer III/IV \$115.00	Engineer I/II \$110.00	Engineer Tech. III / IV \$120.00	CAD Technican III / IV \$115.00	CAD Technican I / II \$95.00	Clerical I/II \$70.58	Total Labor	Sub-Consultant Services
I	Study and Report Phase											
	Task 1.1 Traffic Counts	2	10			198					\$23,730	
	Task 1.2 Orgin/Destination Technical Memorandum	2	5			15					\$2,795	
	Task 2.1 Traffic Calming Measures	2	5			20					\$3,345	
	Task 2.2 Public Survey	2	20						20	20	\$6,872	
	Task 2.3 Alternative Traffic Calming Development	2	20			10			20		\$6,560	
	Task 3.1 Concept Sketches	2	10			30			30		\$8,100	
	Tasl 3.2 Temporary Installation	5	5			40					\$6,055	
	Task 3.3 Data Analysis	5	10			20					\$4,660	
	Task 4.1 Preferred Alternative Geometric Design	5	10			40			40		\$10,660	
	Task 4.2 Estimate of Cost and Schedule	2	5			25					\$3,895	
	Task 4.3 Draft Traffic Calming Report	5	10			25			5	5	\$6,038	
	Task 4.4 Final Traffic Calming Report	3	5			10			1	2	\$2,651	
	Task 5 Meetings (total of 4)	15	15			15				5	\$6,968	
	Task 6 Quality Assurance	20									\$3,400	
	Subtotal	72	130	0	0	448	0	0	116	32	\$95,729	
II	Preliminary Design Phase											
	Task 1.1 Preliminary Design Report (Draft)	3		10		20		8		8	\$5,595	
	Task 1.2 Identify Flooding Problem Areas	3	8			5		4			\$2,808	
	Task 1.3 Stormwater Management Modeling	3	8	25		20		8			\$8,418	
	Task 1.4 Preliminary Design Report (Final)	3		10		10		4		3	\$3,682	
	Task 2 Meetings (total of 1)	6		6		6				2	\$2,661	
	Task 3 Quality Assurance	5									\$850	
	Subtotal	23	16	51	0	61	0	24	0	13	\$24,014	
III	Final Design Phase											
	Task 1 Field Investigation	4		16		16					\$4,680	
	Task 2 Utility Coordination	4				12		20	10	4	\$5,532	
	Task 3 Pavement Analysis	25		20		20					\$9,250	
	Task 4.1 30% Design Drawings	25		70		100		153	160		\$57,845	\$7,000
	Task 4.2 60% Design Drawings	40		100		120		200	200		\$76,000	\$10,000
	Task 4.3 100% Design Drawings	30		60		60		90	80		\$38,050	\$6,000
	Task 5 Specifications	25				20				20	\$7,862	\$1,000.00
	Task 6 Construction Cost Estimate	8		20		55					\$10,210	\$1,000.00
	Task 7 Meetings	40		30		30				15	\$15,359	
	Task 8 Quality Assurance	15					30				\$6,150	
	Subtotal	216	0	316	0	433	30	463	450	39	\$230,938	\$25,000
IIIA	Public Outreach											
	Task 1 Coordination & Meetings	80				75				5	\$22,203	
	Task 2 Prepare Presentation Materials	20				30				5	\$7,053	
	Task 3 Prepare Mailing List	4				10				2	\$1,921	
	Task 4 Project Website	10				40				2	\$6,241	
	Task 5 Social Media	5				60				2	\$7,591	
	Subtotal	119	0	0	0	215	0	0	0	16	\$45,009	
IV	Bidding Phase											
	Task 1 Prepare Schedule of Bid Items	3									\$510	
	Task 2 Pre-Bid Conference	1									\$170	
	Task 3 Bid Clarification	2				4		4			\$1,240	\$300.00
	Task 4 Contract Award	2									\$340	
	Task 5 Conformed Drawings	4				2		8		6	\$2,243	
	Subtotal	12	0	0	0	6	0	12	0	6	\$4,503	\$300
V	Construction Phase											
	Task 1 Design Support	5	125			40		40			\$29,975	
	Subtotal	5	125	0	0	40	0	40	0	0	\$29,975	
Other	Permitting	25		40				10		4	\$11,282	
	Surveying	2				8		4			\$1,680	\$150,000
	Geotechnical	2				3		2			\$900	\$35,000
	Cleaning & Televising Sewer & Drainage Lines	20		25		10	25				\$11,000	\$55,000
	Field Verification - Utility Targeting	2		3		5		8			\$2,230	\$28,000
	Field Verification- Soft Digs	2		3		5		8			\$2,230	\$31,500
	Subtotal	53	0	71	0	31	25	32	0	4	\$29,322	\$299,500
	Labor Subtotal Hours	500	271	438	0	1234	55	571	566	110	\$459,490	\$324,800
	Labor Subtotal Costs	\$85,000	\$43,631	\$61,320	\$0	\$135,740	\$6,600	\$65,665	\$53,770	\$7,764		
	Labor Total Costs	\$459,490										
	Subconsultant Costs Total	\$324,800										
	Subconsultant Multiplier	1.05										
	Subconsultant Total	\$341,040										
	Reimbursable Expenses	\$15,000										
	Project Total	\$815,530										