

**SUBJECT TO REVISIONS PRIOR TO SIGNING.**  
**AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CONSULTING SERVICES PROVIDER**

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and Mercury Associates, Inc. hereinafter referred to as "PROFESSIONAL", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Professional is retained by the City to perform professional services in connection with the **RFP FOR COMPREHENSIVE ANALYSIS – FLEET OPERATIONS; RFP No.: 017-2510-18/IT.**
2. SCOPE OF SERVICES. Firm agrees to perform the services, identified in **Section II – Scope of Services** and attached hereto as **Exhibit A.**
3. TIME FOR PERFORMANCE. Work under this agreement shall commence upon written notice by the City to the PROFESSIONAL to proceed. PROFESSIONAL shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.
4. TERM: This Agreement shall commence upon award by City Commission.
5. PAYMENT: The City will pay the PROFESSIONAL, the fees as set forth in Exhibit B, Fees and Payments, which is attached hereto and made a part hereof.

These fees will be paid by the City for completed work and for services rendered under this agreement as follows, not to exceed \$42,280.00

- a. Payment for the work provided by PROFESSIONAL shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to PROFESSIONAL shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or her designee.
  - b. The PROFESSIONAL may submit invoices to the City once per month during the progress of the work for partial payment for project completed to date. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the PROFESSIONAL in the amount approved.
  - c. Final payment of any balance due the PROFESSIONAL of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
  - d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
  - e. The PROFESSIONAL'S records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications and other materials produced by the Firm in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is

executed or not. The Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.

7. COMPLIANCE WITH LAWS. Professional shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.
8. INDEMNIFICATION. Professional shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Professional's own employees, or damage to property occasioned by a negligent act, omission or failure of the Professional.
9. INSURANCE. The Professional shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000 per occurrence to \$2,000,000 aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions

10. INDEPENDENT CONTRACTOR. The Professional and the City agree that the Professional is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Professional nor any employee of Professional shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Professional, or any employee of Professional.
11. COVENANT AGAINST CONTINGENT FEES. The Professional warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Professional, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the

Professional, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED.** The Professional, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
13. **ASSIGNMENT.** The Professional shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
14. **NON-WAIVER.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **TERMINATION.**

a. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Professional.

b. In the event of the death of a member, partner or officer of the Professional, or any of its supervisory personnel assigned to the project, the surviving members of the Professional hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Professional and the City, if the City so chooses.

16. **DISPUTES.** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. **NOTICES.** Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager  
City of Boynton Beach  
P.O. Box 310  
Boynton Beach, FL 33425-0310

Notices to Professional shall be sent to the following address:

Mercury Associates, Inc.
7361 Calhoun Place, Suite 680
Rockville, MD 20855
Attn: Paul T. Lauria, President

18. **INTEGRATED AGREEMENT.** This agreement, together with attachments or addenda,

represents the entire and integrated agreement between the City and the Professional and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Professional.

19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. 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 chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor 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.

**E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**JUDY PYLE, CITY CLERK  
100 E BOYNTON BEACH BLVD.  
BOYNTON BEACH, FLORIDA, 33435  
561-742-6061  
PYLEJ@BBFL.US**

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Lori LaVerriere, City Manager

\_\_\_\_\_  
Professional

Attest/Authenticated:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Judy Pyle, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

\_\_\_\_\_  
James A. Cherof, City Attorney

\_\_\_\_\_  
Secretary

## **EXHIBIT A**

### **SCOPE OF WORK**

The Scope of Work is to be used as a general guide and is not intended to be an all-inclusive list of the steps necessary for completing this study. The following are work tasks assumed to be necessary for preparing the analysis, reports, recommendations and action plans described above.

The Consultant shall perform the following tasks through review of reports, records and existing data, on-site tours and observations, meeting, discussions, department surveys and interviews, focus groups and other assessment tools:

1. Project Development Plan – Based on a thorough understanding of the purpose, objectives and scope; the Consultant will submit the following for approval:
  - A. Schedule – Consultant will submit a Gantt chart (or equivalent) listing the project milestones and the number of days required for each.
  - B. Work Plan – Consultant will submit an executive summary that provides details/explanation of each of the milestones listed in the Schedule.
2. Fleet Analysis – Anticipated tasks include, but are not limited to:
  - A. Survey, interview, and evaluate the City's Fleet Maintenance Department for:
    - 1) Levels of training, certifications and decisions making authority.
    - 2) Experience, levels of knowledge, skills, training, certification, abilities, as well as staffing levels.
    - 3) Evaluation of hierarchy.
  - B. Perform onsite visits, observe and evaluate:
    - 1) Fleet maintenance processes and procedures
    - 2) Fueling processes, procedures, locations, conditions, equipment, security, safety, etc.
    - 3) Management of parts and equipment used for maintenance operations including security
    - 4) Management and disposal of waste materials
  - C. Analyze and evaluate existing fleet management programs, practice and cost savings. Areas of focus include, but are not limited to:
    - 1) Preventive maintenance programs and compliance levels
    - 2) Mechanic staffing level, labor rate and productivity analysis
    - 3) Maintenance and repair facilities
    - 4) Contracted services/operations
    - 5) Storeroom and parts services
    - 6) Environmental best practices
    - 7) Hurricane Preparation
    - 8) Vehicle acquisitions
    - 9) Safety and security
    - 10) Fueling services
    - 11) Customer service
    - 12) Pool vehicles
    - 13) Staff training

- D. Evaluate and audit the enterprise fund/chargeback system:
  - 1) Create chargeback rate development that can fluctuate yearly.
- E. Assess the use and need of:
  - 1) Information systems and other technologies
  - 2) Fleet equipment needs
- 3. Prepare a report that:
  - A. Analyzes findings and benchmark against best practices
  - B. Determines the City's cost of services and compare to industry benchmarks.
  - C. Make recommendations that will improve operations and reduce costs.
  - D. Identify and assess possible barriers and constraints to recommendations.
  - E. Recommend size and configuration of a fleet maintenance facility that would best suited for the City of Boynton Beach taking into account two possible scenarios:
    - 1) Fleet Maintenance remains at its current location, or
    - 2) A new Fleet Maintenance Facility is constructed at the Rolling Greens site.
  - F. Recommend implementation plan including preliminary budget.

## **DELIVERABLES**

The Consultant, based upon site visits, experience, observations, interviews, surveys, research, analysis and findings shall present the following:

- 1. Preliminary report (5 bound copies and a PDF file) for staff review detailing the City's Fleet Management Program baselines, the Consultant's analysis, findings, recommendations, possible barriers, implementation timeframe, and estimated costs/benefits. The report shall include an itemized costs and timeframe estimates to implement Consultant's recommendations.
- 2. Meet with City's Project Manager, as necessary to review City comments and incorporate applicable comments.
- 3. Provide draft final report for review by the City; upon review address comments and concerns leading to a presentation of a final report.
- 4. Submit final report with executive summary (20 bound copies).

**EXHIBIT B**  
**FEES AND PAYMENTS**

**REQUEST FOR PROPOSAL  
FOR  
COMPREHENSIVE ANALYSIS – FLEET OPERATIONS  
RFP No.: 017-2510-18/IT**

**FEE PROPOSAL FORM**

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

The Proposer's monthly fee for benefit consulting services shall remain firm for the term of the Agreement. The option for renewal shall be exercised upon mutual agreement between Contractor and City, by written agreement with all original terms and conditions adhered to with no deviations.

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	TOTAL PRICE
1		LUMP SUM	TOTAL NOT-TO EXCEED PRICE FOR ALL PROFESSIONAL SERVICES TO COMPLETE THE ENTIRE SCOPE OF WORK AND FURNISH ALL DELIVERABLES AS DEFINED HEREIN.	\$ 42,280

Proposer should also attach a copy of its rate sheet for use in pricing additional services as needed.

Mercury Associates, Inc.  
COMPANY NAME

( 301 ) 519-0535  
TELEPHONE NO.

plauria@mercury-assoc.com  
E-MAIL ADDRESS

05/18/2018  
DATE

  
AUTHORIZED SIGNATURE

Paul T. Lauria  
PRINTED NAME

President  
TITLE

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED  
COMPLETE AND ACCEPTABLE.

RFP No. 017-2510-18/IT

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