



"The Capital City of the Palm Beaches"

PROCUREMENT DIVISION
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
561-822-2100
Fax: 561-822-1564

**REQUEST FOR PROPOSAL
RFP 10-11-134**

***Construction Engineering and Inspection
For Seaboard Train Station Beautification***

The City is accepting proposals for construction engineering and inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for Seaboard Train Station Beautification and other upcoming projects. The work to be performed under this RFP will be funded through the City of West Palm Beach. The improvements are on FDOT roadways and facilities and the construction will be accomplished using Federal, FDOT and City funds. All federal provisions pertaining to construction will be in effect for the actual roadway construction.

This project known as The Seaboard Train Station Beautification Project (FDOT PROJECT # FM 423810-1-58-01) is for the pedestrian and landscape improvements to the Seaboard Train Station site, including construction of a pedestrian plaza with landscaping elements, irrigation and lighting on the area immediately east of the existing Seaboard Train Station building, reconfiguration and landscape improvements to the surface parking lots on the north and south of the building, and some pedestrian improvements along the Tamarind Avenue right-of-way between Clematis Street and Fern Street.

Time is of the essence and any proposal received after 3:00 p.m., Friday, August 26, 2011 whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Official. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Procurement Division personnel by the deadline indicated. **ENVELOPE MUST BE IDENTIFIED AS RFP 10-11-134**

Interested parties may obtain a copy of this Proposal by contacting the Purchasing Division at (561) 822-2100. All proposals must be delivered or mailed to:

City of West Palm Beach Purchasing Division
Althea Pemsel, MA, C.P.M., Procurement Official
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

BY: _____
Althea Pemsel, MA, C.P.M.
Procurement Official

PUBLISH: Palm Beach Post
Date August 5, 2011

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR SEABOARD TRAIN STATION BEAUTIFICATION

1. SCOPE OF SERVICES

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below and future projects of similar scope and magnitude.

2.0 SCOPE:

The Consultant shall be responsible for providing services as defined in this Scope of Services, the referenced City of West Palm Beach (City) and Florida Department of Transportation (Department) manuals, and procedures.

The projects for which the services are initially required are:

Financial Project IDs: **FM 4238101-58-01**
Descriptions: **Seaboard Train Station**
County: **Palm Beach**

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Department's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with City of West Palm Beach and Department manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Department. Such City of West Palm Beach manuals, procedures, and memorandums are available upon request or may be found at the Engineering Services website. Department manuals, procedures, and memorandums are found at the State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from either the City of West Palm Beach or Department and the Contractor either directly or indirectly. Other projects developing within geographical area of Palm Beach County may be added at the Department's discretion. The Consultant must perform to the satisfaction of the Department's representatives for consideration of additional CEI services.

3.0 LENGTH OF SERVICE:

The Consultant's services for this Construction Contract shall begin upon written notification to proceed by the City of West Palm Beach. The Consultant Senior Project Engineer will track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the City has been issued, the Consultant shall be

ready to assign personnel within two weeks of notification. For the duration of the project, the Consultant shall coordinate closely with the City and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on this project and thirty (30) calendar days to demobilize after final acceptance of this Contract.

The anticipated letting schedules and construction times for the projects are tabulated below and for future projects, the calculation formula will be added.

Construction Contract Estimate			
Financial Project ID	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
FM4238101-58-01	09/1/11	11/15/11	75

4.0 DEFINITIONS: (For Purposes of this Contract The Following Definitions Apply)

- A. District Secretary: The Chief Executive Officer in each of the Department's eight (8) Districts.
- B. District Director of Transportation Operations: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- C. District Construction Engineer: The administrative head of the District's Construction Offices.
- D. District Consultant CEI Manager: The Department employee assigned to administer the Construction Engineering and Inspection Program in the District.
- E. District Final Estimates Manager: The administrative head of the District Final Estimates Office.
- F. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office.
- G. Operations Engineer: The Engineer assigned to a particular County or area to administer Construction and Maintenance Contracts for the Department.
- H. Resident Engineer: The Engineer assigned to a particular County or area to administer Construction Contracts for the Department.
- I. Construction Project Manager: The City employee assigned to manage the Construction Engineering and Inspection Contract and represent the City during the performance of the services covered under this Agreement.
- J. District Professional Services Administrator: The Administrative Head of the Professional Services Office.

- K. Public Information Office: The Department's office assigned to manage the Public Information Program.
- L. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- M. Consultant: The Consulting firm under contract to the City for administration of Construction Engineering and Inspection services.
- N. Agreement: The Professional Services Agreement between the City and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- O. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- P. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- Q. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- R. Contractor: The individual, firm, or company contracting with the City for performance of work or furnishing of materials.
- S. Construction Contract: The written agreement between the City and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- T. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Concrete, Earthwork, and Asphalt. The University of Florida Transportation Research Center (TRC) administers this program. Program information is available at CTQP website.

5.0 ITEMS TO BE FURNISHED BY THE CITY TO CONSULTANT:

- A. The City, on as needed basis, will furnish the following Construction Contract documents for this project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Technical Specifications,
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Department Documents:

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at Department's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 488-9220

6.2 City Documents:

All applicable City documents referenced herein shall be a condition of this Agreement. Most City documents, directives, procedures, and standard forms are available through the City's Internet website. Most items can be purchased through the following address. All others can be acquired through the Engineering Services Department.

City of West Palm Beach
Procurement Division,
401 Clematis Street 5th Floor
West Palm Beach, Florida 33401
Telephone No. (561) 494-1040

6.3 Field Office:

When needed and agreed upon by the City, the Consultant shall provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services.

Routine expenses for operation of the office, such as stamps, postage costs, custodial fees, telephone service, etc., will be the responsibility of the Consultant and will be compensated by the City.

Engineer's Field Office will be included in the Construction Contract as a per day pay item. The Contractor shall obtain all necessary permits for setting up the field office and making connections to city, county or local facilities and the cost of such permits shall be included in the pay item for construction field office. The field office will be furnished and will meet the requirements of the Construction Contract.

Routine expenses, other than those that are the responsibility of the Contractor, for operation of the office, such as stamps, postage costs, custodial fees, telephone service, etc., will be the responsibility of the Consultant and will be compensated by the Department.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.5 Field Equipment:

The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

The Consultant's handling of nuclear density gauges shall be in compliance with their license.

The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.6 Licensing for Equipment Operations:

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the City for verification, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON:

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the Consultant's performance.

Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, User ID Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement, the City will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist City representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon the approval of the Construction Project Manager. City recommendations and Consultant responses/actions are to be properly documented by the Senior Project Engineer. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Replace personnel whose performance has been determined by the City to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

The Consultant is responsible for developing the draft scope of any Supplemental Agreements deemed required by the City to complete the project. The Consultant must seek input from the Construction Project Manager. All such Supplemental Agreements must be determined to be in accordance with Florida law by the City prior to approval by the Consultant. For any Supplemental Agreement, which exceeds the thresholds, the Consultant shall prepare the Supplemental Agreement as a recommendation to the City, which the City may accept, modify or reject upon review. The Consultant shall consult with the Construction Project Manager, as it deems necessary and shall direct all issues, which exceed its delegated authority to the Construction Project Manager for City action or direction.

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

9.2 Survey Control:

The Consultant shall check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record such measurements as are necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys. The Construction Project Manager and the Senior Project Engineer will establish the specific survey requirements for this project prior to construction.

Any questions or requests for "Waiver of Survey" should be directed to the Construction Project Manager.

9.3 On-site Inspection:

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project constructed in reasonable conformity with such documents. The City will monitor all off-site activities and fabrication. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedure.

9.4 Sampling and Testing:

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The City will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.

The Consultant shall be responsible for transporting samples to be tested in a Department laboratory to the appropriate laboratory or appropriate local FDOT facility.

The Consultant will input verification testing information and data into the Department's database. Designated Consultant personnel will be provided written instructions from the Department for performing this task.

9.5 Engineering Services:

The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the City for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

- (1) Schedule and attend, within ten (10) days after the Notice to Proceed, a pre-service conference for the project in accordance with Department's procedure. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.

The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days. The Consultant shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy/computer file of the final negotiated staffing to the Construction Project Manager, either at this meeting or within seven (7) days.

- (2) Schedule and attend, within ten (10) days after the Notice to Proceed, a Final Estimate informational meeting with the City and District Construction Final Estimates Office. The Consultant shall provide appropriate staff to attend and participate in this meeting.
- (3) Schedule within ten (10) days after the Notice to Proceed, a date to attend a meeting with the District Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting.

In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.

- (4) Prepare and submit to the Construction Project Manager for approval, within thirty (30) days after the pre-service meeting, the FDOT Computer Security Access Request for use of FDOT Data Center Facilities and access to the Department's computer systems.
- (5) Schedule within ten (10) days after the Notice to Proceed, a date to attend Site Manager/EDMS informational meeting with the District Construction Office. The Consultant shall provide appropriate staff to attend and participate in this meeting.
- (6) The Consultant shall schedule and conduct a meeting with the District Construction Environmental Liaison within ten (10) days after the Notice to Proceed and another meeting at least forty five (45) calendar days prior to project final acceptance. The purpose of the meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (7) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by Department.

- (8) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (9) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Department to make timely payment to the Contractor.
- (10) Prepare and make presentations before the Dispute Review Boards in connection with the project covered by this Agreement.
- (11) Monitor each Contractor and subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates (Davis Bacon) in accordance with Department procedures.
- (12) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.
- (13) Provide Public Information services as required to manage inquiries from the public, public officials, and the news media. Prepare newsletters for distribution to adjacent property owners. The City Construction Project Manager and City Public Information Office shall approve all notices, brochures, responses to news media, etc., prior to release.
- (14) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the Department.
- (15) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (16) The Consultant shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using the LYNX Digital Photo Management system or equivalent. Copies of photographs will be electronically transferred to the CPM at an interval determined by the Senior Project Engineer and the Construction Project Manager.

The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

10.0 PERSONNEL:

10.1 General Requirements:

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed by the City, the City will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator, Contract Support Specialist, and Associate Contract Support Specialist.

10.2 Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from City. Staff that has been removed shall be replaced by the Consultant within one week of City notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for obtaining the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the City and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided, all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications will be obtained and other training to familiarize with Department's procedures, Specifications and Design Standards. The District Construction Engineer or designee will have the final approval authority on such exceptions.

SENIOR PROJECT ENGINEER - A Civil Engineer degree is required the engineer and be registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge

construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

Qualification:

FDOT Advanced MOT

Pass the CTQP examination covering the training video “Grouting of Bridge Post-tensioning Tendons” (If applicable)

Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:

None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

PROJECT ADMINISTRATOR - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

FDOT Intermediate MOT

Pass the CTQP examination covering the training video “Grouting of Bridge Post-tensioning Tendons” (If applicable)

CTQP Final Estimates Level II

Certifications:

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI ASSISTANT PROJECT ADMINISTRATOR – High School Diploma or equivalent and 6 yrs of responsible & related engineering exp., 1 yr of which involved construction of major road or bridge structures with the exception of CC2 bridge structures.

Qualifications:

FDOT Intermediate MOT

CTQP Final Estimates Level II

CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., CQR/LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

Qualifications:

CTQP Final Estimates Level II

ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., CQR, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Ability to type at a rate of 35 correct, words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff. Note: This position will not be used if a Contract Support Specialist is utilized.

RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures.

To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support,

and PT and grouting operations. Years of experience must have included the inspection of mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)
CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Grouting Technician Level I (If applicable)
CTQP Post-Tensioning Technician Level I (If applicable)
FDOT Intermediate MOT
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety
SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

ASPHALT PLANT INSPECTOR - High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

Qualifications:

CTQP Asphalt Plant Level I
CTQP Asphalt Plant Level II
CTQP Final Estimates Level I

Certifications:

None

INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

INSTRUMENT-MAN - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

ROD-MAN/CHAIN-MAN - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

SECRETARY/CLERK TYPIST - High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

ENVIRONMENTAL SPECIALIST - A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical of natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

CASTING YARD ENGINEER/MANAGER - CONCRETE POST-TENSIONED SEGMENTAL BOX GIRDER BRIDGES (CPTS) - Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of one (1) year, or non-registered with a minimum of three (3) years, of experience with the use of geometry control computer programs and with the performance of surveying procedures required for the production of precast concrete box segments at a casting yard.

GEOTECHNICAL ENGINEER - Be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within 6 months) with a minimum of 5 years of experience in being in responsible charge of the geotechnical foundation construction engineering and dynamic testing work on at least five (5) Department bridge projects, including Department Structures Design Category 2 bridge projects, having driven pile foundations/drilled shaft foundations or similar projects for other State Department of Transportation. "Responsible charge" experience shall include verifiable and successful drilled shaft installation and coring inspections and constructions, static, Osterberg Cell and/or Statnamic load test experience, as well as Pile Driving Analyzer (PDA), WEAP computer program and CAPWAP computer programs to analyze concrete/steel/timber piling.

Geotechnical Technician - Knowledge in the use and provisions of the PDA system, WEAP and CAPWAP computer programs to analyze concrete/steel/timber piling in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) Department bridge projects.

Qualifications:

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection

UTILITY COORDINATOR - High school graduate or equivalent and be knowledgeable of Department's Standards, policies, procedures, and agreements and shall have a minimum of 4 years of experience performing utility coordination in accordance with Department's Standards, policies, procedures, and agreements.

SENIOR INSPECTOR - High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing

DMS Operation and Testing

Controller Operation and Testing

CCTV Installation, Operation and Testing

Familiarity with Existing Communication Equipment and Switches

Certifications:

IMSA Level II

or a Civil Engineering degree and one (1) year of ITS CEI experience.

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

INSPECTOR - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

Qualifications:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches

Certifications:

None

or a Civil Engineering degree.

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Reviews:

The Consultant shall conduct quarterly reviews to make certain his own organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The quarterly reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.2 QA Plan:

Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the City approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Reviews:

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Records:

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

D. Control of Sub-consultants and Vendors:

The Consultant will detail the methods used to control sub-consultants and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Department procedures.

11.3 Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting Contractor's work (one record set with two copies) as follows:

- (a) Within thirty (30) calendar days of final acceptance; or

- (b) Where all items of work are complete and conditional/partial acceptance is utilized (Lighting, Plant establishment, etc.) for a period exceeding thirty (30) calendar days, the final estimate(s) will be due on the thirtieth (30th) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the Construction Project Manager at final acceptance detailing any necessary revisions to the pay items covered under the conditional/partial acceptance.

The Consultant shall be responsible for making any revisions to the Certified Final Estimate at no additional cost to the City.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to Department' procedures.

12.3 Offer of Final Payment:

The Consultant shall prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the DFEO. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a reviewed and approved Status Report for the Agreement. This report will provide the Consultant Senior Project Engineer's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per Agreement schedule for the prime Consultant and for each sub-consultant.
- (2) When the Consultant identifies a condition that will require an Amendment Request (AR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate the need to the Construction Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the AR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit ARs to allow the City 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the City.
- (3) When the Consultant identifies a condition that will require a Supplemental Amendment Request (SAR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate this condition/need to the Construction Project Manager and request approval in concept. Once received, the Consultant shall prepare and submit the SAR, and all accompanying documentation to the Construction Project Manager for approval and further

processing. The Consultant shall submit SARs to allow the City 12 weeks to process, approve, and execute the SAR. The content and format of the SAR and accompanying documentation shall be in accordance with the instructions and format to be provided by the City.

- (4) The Consultant Project Principal or Consultant Senior Project Engineer for the project shall be responsible for performing follow-up activities to determine the status of each AR and SAR submitted to the City.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the City in a format and distribution schedule defined by the City, no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the City, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the City in hard copy formats in accordance with District Construction and Consultant Invoice Transmittal System (CITS) procedures.

A Final Invoice will be submitted to the City no later than the 30th day following Final Acceptance of the individual project or as requested by the City.

14.0 SUBCONSULTANT SERVICES

Upon written approval by the Construction Project Manager and the City, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or specialized professional services.

15.0 OTHER SERVICES:

Upon written authorization by the Construction Project Manager or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the City to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for any litigation or hearings in connection with the Agreement.
- C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.

16.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the Department and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

17.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

18.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

19.0 CITY AUTHORITY

The City shall be the final authority in considering contract modification of the Contractor for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein

Proposer firms must be pre-qualified with the City to be considered for award under this RFP. If you are not currently pre-qualified, you may submit your qualifications prior to the RFP submittal deadline. You do not have to be pre-qualified at the time of submittal, but must be pre-qualified at the time of award.

The Application for Pre-Qualification as a Professional Consultant is available from the Procurement Office and must be completed and submitted in its entirety for qualification. Once your firm has been qualified, you will be notified by the Procurement Official. The Application for Pre-Qualification is a separate document and should *not* be included with the Proposal submittal.

For any questions regarding pre-qualification, please contact Nora Laudermilk, Procurement Official, at 561-822-2100.

2. MINIMUM QUALIFICATIONS

Consultant must possess the minimum technical qualification standards for the types of work, in accordance with Florida administrative Code Sec. 14-75.003, at the time of proposal submission and must maintain such minimum qualifications for the contract term. Failure to possess the necessary qualifications for the duration of the contract may result in termination of the contract. Consultant must notify the City, in writing, within three (3) business days of any change in project personnel qualifications status or ability to maintain the minimum qualifications.

Each Proposer must satisfy the following Minimum Requirements to be considered for this solicitation.

Item	Criteria	Minimum Requirements
1.	Experience	Certified by FDOT for Type of Work
2.	Capacity	Proposer can demonstrate that it has sufficient personnel, and financial resources to handle the proposed project workload in a timely and cost effective manner.
3.	Certification	Key project personnel have the appropriate licenses, registrations and certifications.
4.	Representations &	Provide all required representations and disclosures.

PROCUREMENT PROCESS

1. Registration

Each Proposer is **required** to **register** with the Procurement Official in order to receive any addenda to this RFP. Please complete the Registration form attached as *Form P-1* and fax or mail to the Procurement Official at the address noted below on or before **3:00 p.m., Friday 12, 2011**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any firm or Proposer not registered for this RFP with the City.

Althea Pemsel, MA, C.P.M., Procurement Official
401 Clematis Street – 5th Floor / Procurement
West Palm Beach, FL 33401
Office: 561-822-2100
Fax: 561-835-0028

2. Pre-Proposal Conference N/A

A conference is not scheduled.

3. Questions / Addenda to the RFP

No interpretation or changes in the scope or meaning of this Request for Proposals will be made to any Proposer, orally or otherwise, except at a Pre-Proposal Conference (if applicable) and by written addendum. Questions may be submitted in writing to Nora W. Laudermilk, Procurement Official at the address or fax number below. All responses to questions submitted in writing or at the Pre-Proposal Conference will be issued via addendum to the RFP to all Proposers who are registered with the City for this RFP.

Contact with the Procurement Division is to be for clarification purposes only.

All questions regarding this RFP should be submitted in writing and must be received not later than ten (10) calendar days prior to the closing date for submittal of Proposals, addressed to:

Althea Pemsel, MA, C.P.M., Procurement Official
City of West Palm Beach Purchasing Division
401 Clematis Street – 5th Floor
West Palm Beach, FL 33401
(561) 822-2100
E-Mail: apemsel@wpb.org
Fax: (561) 822-1564

Contact regarding this RFP with any City Commissioner, officer or employee, other than the Procurement Official, is grounds for disqualification.

4. Submittal

Details regarding submittal of proposals are contained in the next section of this RFP. Proposals shall comply with the requirements of this RFP.

5. Evaluation

The City may assemble an Evaluation Committee to evaluate the Proposals from Proposers who meet the Minimum Requirements. The Evaluation Committee will convene for a public meeting to rank the most advantageous proposal meeting all the needs of the City and make a recommendation for contract award. The Procurement Official will notify all submitting Proposers and advertise the meeting in the appropriate media as directed by law. The City is not bound by the recommendation of the Evaluation Committee and the Procurement Official may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project.

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals and the resulting agreement that is in its best interest and its decision shall be final.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

6. Contract.

The Procurement Official will notify the Proposer with whom the City will negotiate a contract pursuant to this RFP. Scope, deliverables, schedule and payment terms may be further negotiated. The City's standard contract form is included in this RFP and will generally not be negotiated. However, if the selected proposal identified concerns regarding specific contract terms, the City may agree to negotiate the identified terms. If a contract acceptable to the City cannot be negotiated, the City reserves the right to negotiate with the next ranked proposer.

(notice of intent to negotiate)

Within 3 days of receipt of notice of intent to award a contract, a Proposer must execute the City's contract and provide the City with its certificate(s) of insurance for the contract. Inability to meet this requirement may result in delays that will deem the Proposer or proposal to not be in the best interest of the City, and the City may proceed to negotiate with the next best Proposer.

The City reserves the right to award a contract with terms which is most advantageous and in the best interest of the City in achieving the study or project. The City shall be the sole judge of the agreement that is in its best interest and its decision shall be final.

7. Additional Procurement Information

The City may issue written addenda regarding this RFP to all registered Proposers to clarify, comment, correct, supplement, amend or otherwise modify this RFP prior to the submittal deadline for Proposals.

The City may require additional information from one or more Proposers to supplement or clarify the Proposals submitted. The City may conduct investigations with respect to the qualifications and experience of each Proposer and any team members.

The City reserves the right to reject any and all Proposals received either in whole or in part, with or without cause, or to waive any qualification requirement, formalities or deficiencies in any Proposal, if such action is deemed by the City to be in the best interest of City for the project or study.

All Proposals shall become the property of the City and be a part of the public record and shall not be returned. If any information contained in the submittal is considered confidential, proprietary or a trade secret by the Proposer, such information must be identified accordingly on each and every page of the submittal where it is present and justification for such exemption provided to the City. The City will make every reasonable effort to protect such information from disclosure in accordance with applicable law.

This RFP is for guiding your response; it is not to be construed as an offer by the City or its advisors. The contents of this RFP are neither warranted nor guaranteed by the City or its advisors and consultants. Proposers interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this RFP and any supplemental materials based on their own investigation.

It is the intent of the City to select a single Proposer to supply the services necessary for successful completion of the services/work defined in this RFP. Nothing in this RFP is intended to restrict the City of West Palm Beach in any way in the selection of the proposal that best meets the needs of the City. The City reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

All costs incurred by any party in responding to this RFP are the sole responsibility of the Proposer.

8. Protest Procedure.

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

The City's determination of the proposal that offers the best value or is in the best interest of and/or is most advantageous to the City is a final determination that may not be appealed.

9. Representations by Submittal of Proposals

By submitting a Proposal, an interested Proposer warrants, represents and declares that:

1. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.
2. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
3. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.
4. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.
5. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor

list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list. Proposer certifies that submittal of its proposal does not violate this statute.

6. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of proposal information to third parties.

SUBMITTAL OF PROPOSAL

1. General Instructions

Proposer shall submit **one (1) original paper copy, five (5) paper copies , and one (1) electronic copy (on diskette or CD-ROM, in MS Word)** of the proposal to the Procurement Division, at the time and date specified in the legal notice to:

Althea Pemsel, MA, C.P.M., Procurement Official
City of West Palm Beach Procurement Division
401 Clematis Street – 5th Floor
West Palm Beach, FL 33401

Time is of the essence and any Proposals received after 3:00 p.m., Friday, August 26, 2011, whether by mail or otherwise, will be returned unopened. In accordance with Sec. 66-63 of the City Code of Ordinances, PROPOSALS NOT RECEIVED BY THAT TIME WILL BE REFUSED. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Proposers are responsible for ensuring that their proposal is clocked as received by the deadline indicated. The City shall in no way be responsible for delays caused by a delivery service or any other occurrence, and such proposals will not be accepted. Offers received by telephone, telegram or facsimile will not be accepted.

No modifications to those proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Proposers.

Only one proposal may be submitted by each Proposer.

Proposals shall be presented in a clear and concise format, on 8 ½" x 11" paper, in English. Each tabbed set shall contain all the information required by this RFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the statement.

All Proposals must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, RFP title, deadline date and hour for receipt of Proposals.

2. Proposer's Responsibilities

Each Proposer is required, before submitting its Proposal, to carefully examine the requirements and to completely familiarize themselves with all of the terms and conditions that are contained within this RFP. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this RFP. This RFP constitutes the complete set of specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this package and their Proposal prior to submittal.

3. Checklist

A. Pre-Certification.

B. Registration: Registration previously submitted on **Form P-1**, as provided in this RFP.

C. Proposal: The Proposal must be divided into separate sections by tabs as follows. Where indicated, the City forms must be completed and submitted:

1. Proposal Cover Letter and **Form P-2**.
2. Administrative Section / Qualifications / Resumes.
3. Experience.
4. Narrative of Approach; Deliverables.
5. Schedule.
6. Payment Schedule. *(This is to be submitted in a separate envelope sealed and labeled pricing)*
7. Contract Terms.
8. Representations and Disclosures and **Form P-3**.
9. Small Business Participation- **Forms SB01, SB02 and SB03**.

D. Insurance: Proposer should be prepared to provide certificate(s) of insurance within 3 days of receipt of notice of intent to award.

This checklist is not to be construed as identifying all required submittals for this RFP and the project/study. Each proposer is responsible for reading the entire document to ensure compliance.

Detailed information regarding each proposal section is set forth below.

1. Proposal Cover Letter

A proposal cover letter is required containing the corporate name (if applicable), name, principal address, telephone number fax number and email address of Proposer and principal contact person.

Include Proposer's Information Page (*Form P-2*) in this section.

This letter must be signed by an individual authorized to bind the firm. Failure to meet this requirement shall result in disqualification.

2. Administrative Section / Resumes

Indicate the State in which Proposer firm is incorporated or organized. If other than Florida, include evidence of authorization to do business in Florida.

List all certifications, licenses and professional designations relevant to this RFP and project/study. If Proposer has been Pre-Qualified with the City, include a copy of the qualification notice letter.

Provide resumes of key staff to be assigned to this project/study. Identify the project manager. Demonstrate that key project personnel have the appropriate licenses, registrations and certifications. Certify that the project manager and key staff listed will remain assigned to the project/study which is the subject of this RFP.

3: Past Experience

List no less than three (3) and no more than eight (8) similar or relevant projects/studies completed by Proposer within the past five (5) years. For each project or study, provide:

- 1) Name and location of project/study.
- 2) Description of project/ study.
- 3) Proposer's specific involvement in the project/study. Specify Proposer's role.

- 4) Specify project scope, size and budget as it pertains to the Proposer's involvement with the project/study.
- 5) Date of start and completion of project/study.
- 6) Client information: Name and address
- 7) Client reference: name, telephone number.

Letters of Commendations or Recommendation may be included in this section.

4. Narrative of Approach

The Proposer shall evidence its understanding of the project/study and shall describe in narrative format its proposed means and methods for completing the project or study. The narrative should include, but not be limited to the following:

- a. Describe the firm's current work load and demonstrate that Proposer has sufficient personnel, equipment and financial resources to handle the proposed project workload in a timely and cost effective manner.
- b. Describe your approach to the project. For design projects, discuss pre-design analysis, preliminary design, design development and construction documents, permitting, bidding and construction administration.
- c. The Proposal shall describe scheduling, time frames, quality control, coordination and administration of the project. Describe the involvement of City staff.
- d. Deliverables. This section shall include any exhibits, samples or documentation which will assist in understanding the proposed deliverables
- e. Quality control and quality assurance means and methods.
- f. Describe any factors that Proposer views as a concern that may need to be addressed for project/study.
- g. Describe any alternatives that Proposer believes will accomplish the City's goals of the project/study yet save time, money or other resources.

5. Schedule

The Proposer shall submit a preliminary schedule for completion of the project / study, commencing with the notice to proceed and including all reviews and approvals and indicating the completion of deliverables. Indicate work hours; work days if not regular.

6. Deliverable-based Payment Schedule

The Proposer shall suggest a deliverable-based payment fee schedule, *without* identifying fees or costs, and which may be subject to negotiation. ***This must be submitted in a Separate Envelope and Sealed with the RFP name and number on the outside.***

7. Contract Terms

The City's standard contract form is included in this RFP. Identify any specific contract terms or general terms described in this RFP that Proposer would like to negotiate further with respect to contract negotiation. Indicate any specific problems or concerns regarding such term or condition.

Confirm Proposer's ability to obtain and provide the minimum insurance coverages as required in this RFP.

8. Representations and Disclosures

A. By submitting its Proposal, Proposer acknowledges that its Proposal may become part of any contract entered into between the City and Proposer for the project or study.

B. By submitting its Proposal, Proposer shall make the following representations and disclosures, and shall submit *Form P-3*:

1. Conflict of Interest. Proposer has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to the scope of services for the Project and any parties to this solicitation or any third parties. Proposer has identified the name of any officer, director, or agent who is also an employee or official of the City of West Palm Beach. Further, Proposer has disclosed the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the Respondent's firm or any of its affiliates or team members

The existence of any such conflicts of interest will not automatically disqualify any proposing team from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures.

2. Good Faith. Proposer represents that the Proposal is made without connection with any persons, company or party submitting another proposal, and that it is in all respects fair and in good faith without collusion or fraud.
3. Financial. Proposer certifies that Proposer has not filed for bankruptcy in the past five (5) years.
4. Criminal. Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or fraud. Indicate if any principals have been indicted for a felony or fraud.
5. Procurement. Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list. Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.
6. No Contingency. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
7. Truth in Negotiation. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the City determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors.
8. Use of Funds. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
9. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of Proposal information to third parties.

9. Small Business Participation

For Small Business participation, describe the specific tasks that the identified Small Business (SB) will complete. Include all required forms included or referenced in this RFP. The Small Business forms are included as *Forms SB01, SB02 and SB03*. These forms are:

- *Statement of Subcontractor Participation Form SB01*
List **all** your certified Small Businesses -- indicate dollar amounts and percentages in the appropriate columns. Only City and County certified Small Businesses can be used to meet the established goal. This form must be submitted with the Proposal.
- □ *Subcontractor's List Form SB02*
List the names and telephone numbers of Small Businesses that submitted a quote to you, whether you will use them on this project or not. Also, include here all Small Businesses listed in the *Statement of Small Business Participation*. This form must be submitted with the Proposal.
- *Letter of Intent Form SB03*
One form per each Small Business subcontractor must be executed and delivered to the City's Procurement Division **prior** to contract award and will be made a part of the contract.

If the Small Business Participation goal cannot be met, Proposers must document their efforts to comply and submit a *Good Faith Effort Form SB04*. Please contact Tiffany Neilly-McCray at 561-822-2100 for the form.

The Small Business Ordinance provides that compliance with the small business goals shall a be material criterion for selection.

Proposers are encouraged to reference the Small Business Division's website at www.wpb.org/sbiz for a directory of all currently certified small businesses. If you are unsuccessful in obtaining sufficient participation from the City's directory, through a reciprocity with Palm Beach County, County-certified small businesses may be utilized in meeting the goal. The Palm Beach County small business directory is found at www.pbcgov.com/osba.

Please note, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.

GENERAL TERMS AND CONDITIONS

1. LOBBYING PROHIBITED

As to any matter relating to this RFP, any proposer, team member, or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, City representative or consultant, or any other person working on behalf of the City on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the proposer and the proposer's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the respondent and team.

The "No-Lobbying" condition is in effect from the date of publication of this RFP and shall remain in effect until the City executes a contract, or otherwise takes action which ends the solicitation process for the project or study.

2. Ethics Requirements.

No Proposer may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

3. Small Business Program

The City's Small Business Ordinance is set forth in Chapter 66 of the Code of Ordinances and is incorporated herein by reference. Proposers are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. Please note, regardless of whether a goal is established or not, the City encourages small business participation in *all* of its procurements.

4. News Releases / Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior City approval.

5. Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records law pertains. Information and materials received by City in connection with all RFPs and proposals shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in its Proposal is exempt from the public records law, then the Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all material received as public records.

6. Non-discrimination

Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection or service delivery.

7. Rights and Privileges; No Assignment

The selected proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City Commission.

8. Procurement Code

Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFP.

9. City as Gatekeeper of Documents

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriber publications, or other sources not connected with the City and the respondent/proposer should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

10. Right to Contract for similar/additional services.

The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right the contract awarded under this RFP shall remain in affect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein and previously provided by the proposal. No contract with the City is an exclusive contract, unless explicitly stated in such contract.

11. Ownership of Documents

The City shall have full ownership and the right to use, reproduce, or modify, all drawings, surveys, plans, specifications, reports and documents resulting from this solicitation, and regardless of whether in paper or electronic format, without payment of any royalties or fees to the Proposer. Proposer acknowledges that City's contract will require a full waiver of all intellectual property rights and copyrights in all such documents.

12. Proposal

The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

13. Indemnity

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's performance of the services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the services under the contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer's execution of services under the contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer. This indemnification includes, but is not limited to, the performance of the contract by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the City, any sums due Proposer under the contract may be retained by City until all of City's claims for indemnification have been resolved, and

any amount withheld shall not be subject to the payment of interest by City. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to the contract or otherwise. The parties mutually acknowledge that the provisions of §725.08, Fla. Stat., have been fulfilled and govern this provision. This paragraph shall not be construed to require Proposer to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

14. Disclosures and Disclaimers

This Request for Proposals (“RFP”) is being issued by the City of West Palm Beach (hereinafter known as “City”). Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter known as “Proposer”).

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer’s affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Proposer’s own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The City, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Formal presentation by the Proposer shall be made before the City which may include one or more Proposers. Contract negotiation will take place with the first choice of the City and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the City may, at its sole option, withdraw this RFP.

The City reserves the right to select the proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

The City and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the City, and then only pursuant to the terms of a contract executed by the Proposer and the City. All or any responses to this RFP may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses. Upon award recommendation or ten (10) days after opening, whichever is greater, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination of the applicability of the Public Records Law.

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Professional Services Agreement

for

Contract No.
Procurement No.

This Agreement is made by and between the CITY OF WEST PALM BEACH, with an address of P.O. Box 3366, West Palm Beach, FL 33402-3366 (the "City") and

with a principal address of (the "Consultant").

WHEREAS, the City issued Request for Proposals # (the "RFP") pursuant to state and local law to solicit proposals to provide certain professional services for (the "Project"); and

WHEREAS, Consultant responded to the RFP by submitting its Proposal (the "Proposal"), and

WHEREAS, the City selected Consultant as the best qualified to perform the services; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Consultant desire to enter into a professional services agreement (the "Agreement"), the terms of which follow:

SECTION 1 – PROJECT; SCOPE OF WORK

The Consultant agrees to provide to the City professional services in connection with the project or study in accordance with the phases of services described below, and as more specifically described in the Scope of Services outlined in Schedule 1 (the "Professional Services").

1.1 Phases of Professional Services

The Professional Services intended to be compensated by the Fees shall be categorized into the following five (5) phases of service, as applicable:

- 1. Pre-Design Analysis (or Study/Report Phase, if applicable)
2. Schematic Design Phase
3. Design Development and Construction Documents Phase
4. Permitting Phase
5. Bidding and Negotiation Phase
6. Construction Administration Phase

1.2 Pre-Design Analysis (or Study/Report) Phase

The Consultant shall:

- 1. Consult with the City regarding the City's requirements and budget allocations for the Project and review available data;

2. Advise the City as to the necessity of any Additional Services;
3. Provide analyses of the City's needs, surveys, site evaluations, utility locations and comparative studies of solutions;
4. Provide a general economic analysis of City's requirements applicable to various alternatives; and identify any areas of the Project that can be properly value-engineered to produce a savings in the construction cost.

5. *a. If Professional Services include design services:* Prepare conceptual design criteria with appropriate sketches or exhibits, and identify in a clear manner the considerations involved and the alternative solutions available to City, as well as Consultant's recommendations (the "Pre-Design Analysis"). The Pre-Design Analysis shall be accompanied by Consultant's estimate of total construction costs for the Project (the "Estimated Construction Cost"), in accordance with Section 7 of this Agreement, including an itemization of each of the following:

- i. Cost of construction materials and labor;
- ii. Professional Services Fee hereunder (including separate itemization for all sub-consultant fees, if applicable);
- iii. Allowance for construction cost contingencies; and
- iv. Allowance for other items such as the purchase cost of land or rights-of-way, compensation for or damages to properties or interest and financing charges;
- v. Allowance for other services to be provided by others for the City.

b. If Professional Services include a Study or Report: Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits, which report shall identify in a clear manner the considerations involved and the alternative solutions available to City, as well as Consultant's findings and recommendations (the "Study Report").

1.3 Preliminary Design Phase

In consultation with City, if the scope of Professional Services includes the Preliminary Design Phase, the Consultant shall prepare a preliminary design package consisting of design criteria, 30% preliminary drawings, outline specifications and written descriptions of the Project, along with the Estimated Construction Cost (the "Preliminary Design Package"). In this regard, the Consultant shall:

1. Prepare a preliminary 30% design and draft specifications
2. Advise City if additional services of other consultants or service providers are necessary.
3. Based on the information contained in the Preliminary Design Package, submit for the review and acceptance of the City, a proposed Estimated Construction Cost of the Project.
4. Present one original signed and sealed Preliminary Design Package, together with six (6) copies thereof, for the review and comments of the City. Revise any aspect of the documents in the Preliminary Design Package as requested in writing by the City to enable the City to issue written acceptance and approval of the Preliminary Design Package.
5. In the event that the Consultant proposes at the end of this Phase or any subsequent phase that:
 - (a) the Estimated Construction Cost of the Project, when combined with:
 - (b) the Total Professional Services Fees set forth on Schedule "2" above
 and
 - (c) any additional Construction Contingency or allowances established by the City exceed the total budgeted for the Project as established by the City, then the Consultant shall, if the reason for the increase in overall costs was reasonably foreseeable at the time of performing the Professional Services under that phase, revise and/or redesign the documents at its own cost and expense to bring the designs back within the budgeted amount.

6. If requested, Consultant shall assist the City with any public communication/information program during this Phase or any other Phase of the Project, including neighborhood presentations. Such assistance shall include the development of presentation material and attendance at public meetings.

7. If requested, for above-ground designs, Consultant shall prepare presentation materials and shall attend a City Commission meeting to present the proposed design to the City Commission for “face of the City” approval.

1.4 Design Development – Construction Documents Phase

If the scope of Professional Services includes the Design Development-Construction Document Phase, then in consultation with City and on the basis of the accepted Preliminary Design Package and Estimated Construction Cost of the Project, the Consultant shall prepare for attachment to the forthcoming construction contract final drawings identifying and describing the scope, extent and character of the work to be furnished and performed by contractor(s), which comply with all applicable building codes, laws and regulations (the “Final Drawings”) and technical specifications for construction of the Project (the “Specifications”) at 60%, 90% and 100%, the latter of which are to be prepared in conformance with the sixteen division format provided by the Construction Specifications Institute. In this regard, the Consultant shall:

1. Prepare, for review and acceptance by the City, its legal counsel, the City’s Procurement Official and any other advisors identified by the City, proposed supplementary conditions and schedule of bid items, Estimated Construction Cost, invitation to bid and insurance forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents upon the request of the City.

2. Propose to the City any amendment to the Estimated Construction Cost of the Project necessitated by the Construction Drawings and Technical Specifications.

3. Present five (5) sets of 60% Construction Drawings and draft Technical Specifications for the review and comments of the City. Revise any aspect of the 60% Construction Drawings and Technical Specifications as requested in writing by the City to enable the City to issue written acceptance and approval of the 60% Construction Drawings and Technical Specifications.

3. Present five (5) sets of 90% Construction Drawings and draft Technical Specifications for the review and comments of the City. Revise any aspect of the 90% Construction Drawings and Technical Specifications as requested in writing by the City to enable the City to issue written acceptance and approval of the 90% Construction Drawings and Technical Specifications.

4. Present ten (10) copies of the 100% Construction Drawings and Technical Specifications and any associated documents in person for the review and comments of the City and modify any aspect of such documents as requested by the City to enable the City to issue written acceptance and approval of same.

5. Deliver to the City of one (1) set of final 100% Construction Drawings in most recent AutoCAD electronic format, with final Technical Specifications and supporting calculations; and two (2) original signed and sealed sets of the 100% Construction Drawings and Technical Specifications and any associated documents, along with six (6) sets of copies thereof.

1.5 Permitting Phase

If the scope of Professional Services includes the Permitting Phase, then in consultation with City and on the basis of the accepted 100% Construction Drawings and Technical Specifications and Estimated Construction Cost of the Project, the Consultant shall

1. Prepare all necessary permit applications for submission with the approved 100% Construction Drawings and Technical Specifications to the regulatory agencies for appropriate permits or other approvals. In this regard, Consultant shall:

a. Provide technical criteria, written descriptions and design data for the City's and the Consultant's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, responding to any comments from permitting authorities, and assist the City in consultations with appropriate authorities;

b. In the event that the 100% Construction Drawings and Technical Specifications are not granted the necessary or appropriate permits or other approvals from the appropriate regulatory agencies, Consultant shall revise and/or redesign the documents at its own cost and expense to ensure the necessary permits and approvals are granted.

2. Permit applications fees shall be determined by Consultant and paid by the City.

1.6 Construction Bidding and Negotiation Phase

If the scope of Professional Services includes the Construction Bidding and Negotiation Phase, then in consultation with City and on the basis of the accepted 100% Construction Drawings and Technical Specifications, the Consultant shall:

1. If requested, assist the City in negotiating proposals for each separate prime contract for construction, materials, equipment and services. Participate in any pre-bid conferences. The Consultant will identify any areas of the Project that can be properly value-engineered to produce a savings in the construction cost. The Consultant will, if requested by City, prepare bidding forms which allow a responsive bidder to indicate its alternative proposals for value-engineered savings in the construction cost.

2. Upon request of the City, prepare addenda or written clarifications of additional instructions, to interpret, clarify or expand the bidding documents.

3. Consult with and advise the City as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the bidding documents.

4. Attend the bid opening, review bid tabulation sheets and assist the City in evaluating bids or proposals.

1.7 Construction Administration Phase

If the scope of Professional Services includes the Construction Bidding and Negotiation Phase, then in consultation with the City, the Consultant shall consult with and advise the City and act as City/Owner's representative. Unless otherwise agreed, during the administration of construction of the Project (the "Construction Administration Phase"), all of City's instructions to contractor(s) will be issued through Consultant who will have limited authority to act on behalf of the City as specifically provided in this Schedule.

1. During the Construction Administration Phase, the Consultant shall visit the construction site at intervals appropriate to the various stages of construction as the Consultant deems necessary or as the City requests in order to enable the Consultant to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor(s)' work. Based on information obtained during such visits and on such observations, Consultant shall advise City whether (i) the work is proceeding in accordance with the Construction Drawings and Technical Specifications, and (ii) the integrity of the design concepts have been implemented and preserved by the contractor(s). Consultant shall keep the City informed of the progress of the work in the manner and frequency requested by the City.

2. The Consultant shall conduct weekly meetings with the City and contractor(s). Consultant shall be responsible for preparing weekly meeting minutes and distributing them to all in attendance.

3. The Consultant is NOT authorized to do the following:

a. Expedite the Work for the Contractor(s).

- b. Advise the Contractor(s) on building techniques or scheduling.
- c. Get involved in disputes or problems between Subcontractor(s) and Sub-subcontractor(s).

4. It is understood and agreed that the purpose of Consultant's visits the site is to enable Consultant to carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Administration Phase. It is understood and agreed, as well, that another purpose of such visits and representation is that by exercise of Consultant's efforts as an experienced and qualified design professional, it will provide for City assurance (i) that the completed work of the contractor(s) will conform to the contract documents and (ii) that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by contractor(s). Notwithstanding the foregoing purposes of visits to and representation at the construction site, however, it is further understood that Consultant will not, either during such visits or as a result of such observations of contractor(s)' work in progress, supervise, direct or have control over contractor(s)' work. Nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions incident to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work. Accordingly, it is understood that the Consultant can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for contractor(s)' failure to furnish and perform their work in accordance with the contract documents.

5. During such visits and on the basis of such observations, the Consultant may disapprove of or reject contractor(s)' work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms generally to the contract documents or that it will prejudice the integrity of the design concept or safety standards of the Project as reflected in the 100% Construction Drawings and Technical Specifications.

6. The Consultant shall issue necessary interpretations and clarifications of the 100% Construction Drawings and Technical Specifications and construction contracts and in connection therewith prepare work directive changes and change orders as required or requested by the City.

7. The Consultant shall, within ten (10) calendar days of receipt, review and approve or take other appropriate action with respect to shop drawings (as the term "shop drawings" is defined in Standard General Conditions), samples and other data that the contractor(s) are required to submit to ensure (i) conformance to the Final Drawings of the Project and (ii) compliance with the Specifications. Such reviews and approvals or other action shall not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto, unless otherwise specified or agreed by both City and Consultant. Consultant shall timely complete its review of submittals, shop drawings, samples and other data shall be completed so as not to delay the progression of the work or within ten (10) calendar days of receipt. The City shall be entitled to rely upon the approval of the Consultant that the Shop Drawings, Product Data, and Samples approved by Consultant conform with the Technical Specifications and design specified in the 100% Construction Drawings, as amended.

8. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by contractor(s) within ten (10) calendar days of receipt.

9. The Consultant shall be obliged, in its role as the representative of the City on the Project, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals as required by laws, rules, regulations, ordinances, codes, orders or the contract documents to determine that the work complies with the requirements of, and that the results certified indicate compliance with, the Technical Specifications.

10. Based on Consultant's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules, the Consultant shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to City, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such work is in accordance with the 100% Construction Drawings and Technical Specifications subject to (1) an evaluation of such work as a functioning whole prior to or upon substantial completion; (2) the results of any subsequent tests called for in the contract documents and (3) any other qualification reasonably stated in the recommendation(s). With regard to unit price work, Consultant's recommendations of payment shall include final determinations of quantities and classifications of such work subject to any subsequent adjustments allowed by the 100% Construction Drawings and Technical Specifications or terms and conditions of the construction contract for the Project.

11. The Consultant's review of contractor(s)' work for the purposes of recommending payments will not require Consultant to supervise, direct or control such work for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto. Nor will it require the Consultant to ensure the contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the construction work. Nor will it require Consultant to make any examination to ascertain how or for what purpose any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between CITY and contractor that might affect the amount that should be paid. The limitations in this Section shall not limit the responsibility of the Consultant otherwise set forth in this Agreement.

12. The Consultant shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates and inspection, tests and approvals, which will be assembled by contractor(s) in accordance with the construction contract. Such review shall be limited to a determination by the Consultant that the content of said documents and instruments complies with the construction contract. In the case of certificates of inspection, tests and approvals, such review shall be limited to a determination that the results certified indicate compliance with, the construction contract. The Consultant shall thereafter transmit said documents and instruments to the City with written comments and, if applicable, recommendations regarding same.

13. At substantial completion of the construction work, the Consultant shall: (1) prepare a "punch list" of items to be completed; (2) conduct inspection(s) to determine if the work is substantially complete; (3) prior to final inspection, prepare and deliver for the final approval and written acceptance of the City "as built" drawings in signed and sealed hard copy and an electronic format acceptable to the City (latest AutoCAD Release) on State Plane Coordinates; and (4) conduct a final inspection to determine if the completed work is in compliance with the punch list, "as built" drawings" and 100% Construction Drawings and Technical Specifications. Within three (3) business days following such determination by the Consultant, it shall recommend in writing final payment to the contractor(s) and shall give written notice to City and the contractor(s) that the work is acceptable (subject to any conditions therein expressed).

SECTION 2 – PROJECT SCHEDULE AND DELIVERABLES

Consultant agrees to complete its Professional Services and provided the indicated deliverables in accordance with the Project schedule shown in **Schedule 2** attached hereto and incorporated herein.

SECTION 3 - PROFESSIONAL SERVICES FEE

The professional services fee to be paid by the City to the Consultant for all professional design services of both the Consultant and any of its subcontractors in connection with the Project (the "Professional Services Fee") is set forth on **Schedule 3** attached hereto and incorporated herein.

SECTION 4 - TERM

This Agreement shall commence as of the date of full execution of this Agreement and shall continue in force for two (2) years or until completion of the last Project assigned under this agreement., unless terminated early by either party or pursuant to the termination provisions in this Agreement (the "Term"). It is agreed that the indemnity provisions, the right to audit and all covenants, agreements, representations and warranties made herein or otherwise made in writing by the Consultant, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the consummation of the transactions contemplated hereby and the expiration or termination of this Agreement.

SECTION 5 - SMALL BUSINESS PROGRAM ORDINANCE GOAL

Consultant shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Consultant shall comply with the small business commitment contained in Consultant's Proposal, and attached hereto as **Schedule 4**. Consultant shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records. Failure of the Consultant to maintain Small Business participation at the proposed level may require evidence of a good faith effort by Consultant and may be considered cause for cancellation of this Agreement.

SECTION 6 – AGREEMENT

The term "Agreement" shall include all the terms and conditions and project requirements set forth in the RFP, all Addenda to the RFP, Consultant's Proposal and this Agreement, all of which taken together form the Agreement. Unless the context requires otherwise, all references to "this Agreement," and use of the terms "herein," "hereby," "hereof," "hereto," "hereunder," and the like shall be deemed to include the RFP, the Addenda, the Proposal, this Agreement and any amendments thereto. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the other documents, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

SECTION 7 - ESTIMATED CONSTRUCTION COSTS

7.1 The Estimated Construction Cost of the Project shall include the total cost to City of all elements of the entire Project designed and specified by Consultant; including an itemization of each of the following:

- a. Cost of construction including all labor, materials and equipment required; including but not limited to, an estimated statement of proposed hourly rates and labor costs by job classification; general conditions, bonds and insurance, etc.
- b. Allowance for construction cost contingencies;
- c. Regulatory permit fees;
- d. Allowance for other necessary services, such as materials testing, to be provided by others for the City;
- e. Traffic Control
- f. Sheet and shoring, when applicable;
- g. By-pass plumbing, when applicable
- h. Pressure Testing, when applicable

- i. Video Taping Inspections, when applicable
- j. Mobilization and De-mobilizations

(the “Estimated Construction Cost”)

7.2 The Estimated Construction Cost shall exclude (1) the Professional Services Fee, administrative costs and other reimbursable expenses in this Agreement; (2) the cost of land, rights-of-way, or compensation for or damages to properties; (3) the costs of the City’s legal, accounting, insurance or auditing services; and (4) interest and financing charges incurred in connection with the Project or the cost of other services to be provided by the City directly or by others to the City. Since Consultant has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of any Estimated Construction Costs as compared to construction contractor’s bids or the actual cost to the City.

7.3 The Consultant represents that it has the necessary resources and expertise, including a cost analyst, to prepare an accurate Estimated Construction Cost based on current local market conditions. In the event that the bidding phase has not commenced within three (3) months after the Consultant submits the 100 Construction Drawings, Technical Specifications and current Estimated Construction Cost to the City, the current Estimated Construction Cost shall be adjusted by the Consultant to reflect any documented change in the general level of prices in the construction industry between the date of submission of the afore-listed documents to the City and the date on which bids are ultimately advertised.

7.4 In the event that the lowest “best value” bid, as such term is used in the City of West Palm Beach Procurement Code (the “Base Bid”), exceeds the Estimated Construction Cost of the Project (subject to the above adjustment, if applicable) by more than twelve percent (12%), the Consultant shall explain, in writing, the reasons why the bids exceeded the twelve percent (12%) factor following the analysis of all base bids. In such a circumstance, the City may at its sole discretion exercise any one or more of the following options: (1) the Consultant shall be required (i) to amend, at the sole cost and expense of the Consultant, the 100% Construction Drawings and Technical Specifications to enable the Project to conform to a maximum of twelve (12%) above the Estimated Construction Costs, such amendments to be subject to the written final acceptance and approval of same by the City; (2) The City may grant written approval of an increase in the Estimated Construction Cost of Project; (3) The City may reject all bids or proposals, authorize re-bidding, or (if permissible) authorize a renegotiation of the Project within a reasonable time; (4) The City may abandon the Project and terminate Consultant’s services for the Project; or (5) The City may select as many deductive alternatives as may be necessary to bring the award within twelve percent (12%) of the Estimated Construction Costs of the Project

SECTION 8 – ADDITIONAL SERVICES

If and only if authorized in writing in advance by City, Consultant shall furnish or caused to be furnished additional services identified in the sub-sections immediately below (the “Additional Services”). These services are not included as part of the Professional Services being compensated hereunder by virtue of the Professional Services Fee, and will be compensated as Other Expenses.

8.1 Information Furnished by the City.

Additional Services may include services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the City to the extent that such services are not expressly included in the request for proposal or other invitation for procurement by the City or identified on Schedule 1 of this Agreement.

8.2 Significant Changes by the City or a Governing Body

Additional Services will include services resulting from significant changes in the general scope, extent or character of the Project or its design including (1) significant changes in size, complexity, the City’s schedule, character of construction or method of financing or (2) revising previously accepted studies, reports, design documents or construction contract documents when such revisions are required by

changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to other causes reasonably beyond Consultant's control but only to the extent that such significant changes or revisions of previous studies increase the overall amount of time intended for the Project.

8.3 Renderings or Models for City

Additional Services may include, upon the request of the City, providing renderings or models for the City's use to the extent that such services are not expressly included in the request for proposal or Schedule 1 of this Agreement.

8.4 Alternate Bids

Additional Services may include preparing documents for alternate bids requested by City for contractor(s)' work that is not completed.

8.5 Unanticipated Procurement of Other Professional Services

Additional Services may include the furnishing services of independent professional associates and consultants for other than the Professional Services set forth in Schedule 1 hereto that, according to the determination by the City, were not anticipated in either the request for Proposal or other procurement notice or in the related proposal by the Consultant (the "Unanticipated Professional Services"). Moreover, if Unanticipated Professional Services are subsequently designated by the City as Substituted Services, those services shall not be billed by the Consultant as Additional Services, but shall be considered to be included in the Professional Services Fee for the Project. Unanticipated Professional Services may include customary civil, structural, mechanical and electrical engineering and customary engineering design incidental thereto, as well as the provision of data or services if the City opts to engage a professional Consultant under the competitive selection procedures mandated by Fla. Stat. 287.055 to provide such data or services in lieu of furnishing the same itself in accordance with said Section.

8.6 Agreed Travel

Additional Services may include services requiring out-of-town travel requested in writing from time to time by the City of the Consultant (not including visits to the construction site or to the City's office as already required by this Agreement), such as mill and shop inspection of manufactured or fabricated items during construction. The limitations and procedures relating to reimbursement of such expenses shall be subject to the City of West Palm Beach Travel Policy.

8.7 Bid Protests, Re-Bidding or Renegotiating of Contracts

Additional Services may include the provision of assistance to the City in connection with bid protests or re-bidding contracts for construction, materials, equipment or services, unless the need for said services arises from the act or failure to act of the Consultant or unless the redesign circumstances set forth in this Agreement are applicable.

8.8 Surveys

Additional Services may include the provision, requested by the City following execution hereof, of any type of property, boundary, easement, right-of-way, topographic and utility surveys and field surveys for design purposes or Consultant surveys and staking to enable the contractor(s) to proceed with their work, as well as the provision of other special field surveys, unless the scope of work in the RFP or Schedule 1 included a requirement of surveying in which case the cost of the relating surveys shall already be included.

8.9 Legal Proceedings

Additional Services may include preparation required to serve or serving as a consultant or witness for the City in any litigation, arbitration or other legal or administrative proceeding involving the Project. However, the City shall have no responsibility for additional services or otherwise for Consultant being a named party or witness in any proceeding, and Consultant shall be solely responsible for all such expenses.

8.10 Redesign

Notwithstanding the foregoing and anything to the contrary contained herein, it is expressly understood and agreed that the redesigning services required to keep the Project within the budgeted amount during any phase of work, are expressly excluded from Sections 7.1 through 7.9 above and from the definition of Additional Services and the Consultant agrees that it shall not seek compensation from the City for same.

SECTION 9 - MODIFICATIONS BY THE CITY TO THE PROJECT

Notwithstanding the foregoing provisions, the City reserves the right to make changes to the Project at any time, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of City's notification of a contemplated change, the Consultant shall in writing: (i) provide a detailed estimate for the increase or decrease in construction and design cost that would result from the contemplated change; (ii) notify the City of any estimated change in the completion date; and (iii) advise the City how the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Consultant shall suspend work on the portion of the scope of services affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the parties shall execute a written amendment to the Project as an addendum hereto and the Consultant shall not commence work on any such change until such Addendum is signed by the parties. It is further acknowledged and agreed that changes or revisions of studies that do not increase or change the overall estimate of time on the Project shall be considered mere substitution of work or scope of work ("Substituted Services") already included in the Professional Service Fee. Substituted Services shall not in any circumstances be considered compensable as Other Expenses hereunder, and, to the extent that the event of Substituted Services causes an overall reduction in the amount of time for services considered in the Professional Services, such shall result in pro-rata reduction of the Professional Services Fee.

SECTION 10 – STANDARD TERMS AND CONDITIONS

10.1 Responsibilities of the City

10.1.1 Designation of City Representative on Project

The City agrees to designate, in writing, an individual to act as the City's representative with respect to the Professional Services to be rendered under this Agreement, provided that such representative shall not have the authority to amend or modify this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define the policies and decisions of the City with respect to the Consultant's Professional Services hereunder.

10.1.2 Specification of City Requirements for Project

The City agrees to provide information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability and budgetary limitations, as well as any design and construction standards that are more stringent than the applicable building code, as developed through Phase I. The City shall also assist Consultant by placing at Consultant's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. The City makes no representation that any such data or documents provided by the City are accurate or reliable.

10.1.3 Items to be furnished upon the Consultant's Request

The designated representative of the City will use reasonable efforts to obtain copies of existing documents the following items requested by the Consultant from time to time, provided such items exist and are in the possession of the City. The City makes no representation that any such data or documents provided by the City are accurate or reliable:

1. Data prepared by others relevant to the Project;
2. Appropriate professional interpretations of data prepared by others relevant to the Project;
3. Environmental assessment and impact statements;
4. Property, boundary, easement, right-of-way, topographic and utility surveys;

5. Property descriptions; and
6. Zoning, deed and other land use restrictions

10.1.4 Access to Property

The City agrees to arrange for access to and make all provisions for Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

10.1.5 Attendance at Meetings

The City agrees that a representative of the City will attend regularly scheduled Project progress meetings and other job related meetings, when requested, held at the City or Consultant's local office, as well as substantial completion inspections and final inspections. The Consultant's Project Manager, or a key team member, will attend all regularly scheduled Project progress meetings at the dates and times established.

10.2 Availability of Funds

It is understood and agreed that the City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. The City will notify the Consultant in writing, to stop work if funds are not appropriated and will guarantee Consultant payment for all work satisfactorily performed and costs incurred up to the time of any such instruction to stop work. If Consultant is requested by the City to resume work, Consultant shall advise the City of any cost or schedule impacts and the parties agree to negotiate in good faith to amend this Agreement accordingly. The City shall be the sole and final authority as to the availability of funds.

10.3 Representations of the Consultant

10.3.1 Authority. Consultant hereby represents and warrants to the City that it has full power and authority to enter into this Agreement and fully perform its obligations hereunder without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

10.3.2 Duly Licensed. Consultant represents that it is duly licensed to perform the Professional Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business. . Proof of such licenses and approvals shall be submitted to the City upon request.

10.3.3 Warranty of Design and Constructability

Consultant hereby warrants and guarantees to City that Consultant shall be responsible for assuring that the Project, as designed by Consultant, (i) is and shall be designed with no material defects in design, determined in accordance with sound architectural and engineering principles, as applicable, and generally accepted industry standards; (ii) is and shall be designed in accordance with generally accepted architectural and engineering standards, as applicable, and (iii) is constructible. Without waiver of City's other rights and remedies, City may require Consultant to perform again, at Consultant's sole cost and expense, any design services which were not performed in accordance with the standards set forth in this section. Consultant hereby waives any claims which it may have or assert against the City with respect to this section, except and unless and failure of Consultant to perform under this Section is, in whole or in part, due to the action or inaction of the City. Without limiting any other remedy available to City, the Consultant shall furnish at its own expense any redesign or revisions to the design documents necessary to correct any material errors, omissions, failures or deficiencies in such documents with respect to the warranty of design and constructability of the Project, and shall, at its sole cost and expense, correct any work performed in accordance with deficient documents. The City's review or approval of, or payment for, any Services under this Agreement shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of performance under this Agreement. This section shall survive the expiration or termination of this Agreement.

10.3.4 No Solicitation

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Consultant, the City shall have the right to terminate the Agreement without liability and, at this discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.3.5. No Conflicts.

1. Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Consultant further represents that no person having any interest shall be employed or engaged by it to provide the Professional Services.

2. Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship business association or other circumstance, which may influence or appear to influence Consultant's exercise of judgment or quality of the Professional Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Professional Services to be provided to the City under this Agreement.

3. Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

4. Consultant has identified the name of any officer, director, or agent who is also an employee or official of the City of West Palm Beach. Further, Consultant has disclosed the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the Consultant's firm or any of its affiliates or team members.

5. Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Consultant intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in its opinion and the Consultant may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Consultant under this Agreement.

6. In the event Consultant is permitted to utilize subcontractors to perform any services required by this Agreement. Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

10.3.6 Public Entity Crimes Act. Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that

Consultant and its sub-consultants under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

10.3.7 Lobbying Certification. Consultant certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

10.4 Personnel; Staffing; Subconsultants (All Subcontractors must be independently FDOT qualified in the specific work group for which they are contracted.)

10.4.1 Independent Contractor Relationship

The Consultant and its sub-consultants are, and shall be, in the performance of all Professional Services, work and activities hereunder, independent contractors and not employees, agents, or servants of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Consultant does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement. The Consultant shall be responsible to the City for all Professional Services or work performed by the Consultant or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

10.4.2 Personnel

1. The Consultant represents that it has or will secure at its own expense all necessary personnel required to perform its obligations hereunder. It is understood and agreed that such personnel shall not be employees of or have any contractual relationship with the City. Consultant represents that the project manager and all key staff identified in Consultant's Proposal shall remain assigned to the Project, unless otherwise specifically agreed by the City. All of the Professional Services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, licensed or permitted under all applicable federal, state and local laws and regulations to perform such services. The Consultant represents, moreover, that all Professional Services shall be performed by skilled and competent personnel in accordance with all applicable national, federal, state, and local professional and technical standards. Consultant more specifically acknowledges that: its employees will not be eligible to participate in any employee benefit maintained by the City; will not be covered by the City's workers' compensation insurance; and Consultant will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the City to Consultant under this Agreement.

10.4.3 Non-Discrimination by Consultant. The Consultant warrants and represents that all of its employees and applicants for employment are treated equally without regard to race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation.

10.4.4 Unauthorized Aliens/Patriot's Act. The knowing employment by Consultant or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. In the event that the Consultant is notified or becomes aware of such default, the Consultant shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Consultant's failure to take such steps as are necessary to terminate the

employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this Agreement and unilateral termination. Consultant shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Consultant further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the “Patriot Act”).

10.4.5 Selection of Sub-Consultants (All Sub-Consultants must be independently FDOT qualified in the specific work group for which they are contracted.)

The Consultant shall obtain the prior written approval of the City as to each proposed sub-consultant and the City reserves the right to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If the Consultant determines that it is necessary to replace a particular sub-consultant to complete its part of the work on the Project in a professional or timely fashion, the Consultant shall promptly do so, subject to prior written approval and acceptance of the new sub-consultant by the City, which approval shall not be unreasonably withheld.

10.5 Standard of Care. The standard of care for all Professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant’s profession practicing under similar circumstances or at the same time and in the same locality.

10.6 Compliance with Laws. In the conduct of Professional Services under this Agreement, Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable County and City ordinances and regulations.

10.7 Absence of Arrears

The Consultant shall not pledge the City’s credit or attempt to make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any other form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to meet the completion dates or schedule of this Agreement.

10.8 State Taxes

The City is exempt from payment of Florida State Sales and Use Taxes. Consultant understands that in performing the Professional Services for the City, Consultant is not exempt from paying sales tax to Consultant’s suppliers for materials required for Consultant to perform under this Agreement. CONSULTANT shall not be authorized to use the City’s tax exemption number for purchasing supplies or materials. The Consultant shall be responsible for payment of its own and its share of its employees’ payroll taxes and benefits with respect hereof.

10.9 Truth in Negotiation Statement

Signature of this Agreement by the Consultant hereby serves as the execution of a truth-in-negotiation certificate certifying that the wages, rates, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall be entitled to exercise its rights under this provision within three (3) years following final payment.

10.10 Public Records Law

The Consultant shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction

with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the City.

10.11 Confidentiality

The Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the City.

10.12 City's Ownership of Documents

10.12.1 Documents; Plans and Drawings. All tracings, plans, drawings, sketches, photographs, videos, illustrations, PowerPoint presentations, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the exclusive property of the City without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the City of said document(s), the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this Agreement. Any reuse of Consultant's prepared documents by the City, except for the specific purpose intended under this Agreement, will be at City's sole risk and without liability or legal exposure to Consultant or its sub-consultants.

10.12.2 Obligation to Furnish Documents to the City

The Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared for the City in connection with this Project and Agreement.

10.13 Consultants Competitive Negotiation Act

The parties confirm that the procurement of the Professional Services hereunder was the subject of the competitive selection and negotiation processes mandated by Section 287.055, Florida Statutes, unless specifically exempted therefrom.

10.14 Invoices; Payment and Audit of Records

10.14.1 Invoices

Unless otherwise indicated in Schedule 3, the Consultant will bill the City on a monthly basis for the proportion of services rendered toward the completion of the Professional Services, any Administrative Expenses incurred, if applicable and authorized, and, if applicable and authorized, Other Expenses and Additional Services. Invoices received from the Consultant pursuant to this Agreement shall be reviewed and are subject to the prior approval of the City to determine if services have been rendered in conformity with the Agreement.

Invoices must identify the PO number and the RFP/RFQ number, if applicable. Invoices shall be submitted to: West Palm Beach Finance Department, Attn: Accounts Payable, P.O. Box 3366, West Palm Beach, FL 33402-3366. Invoices shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service.

10.14.2 Payment. The Fees shall be paid in accordance with **Schedule 3**.

Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Services.

10.14.3 Charges Above the Professional Fee and Supporting Records

Should the City deem that a change in the Professional Services Fee is appropriate, then a decrease or increase shall be agreed by the parties in writing as an Amendment to this Agreement.

10.14.4 Supporting Records.

The Consultant shall maintain complete and orderly documentation underlying all of its invoiced out of pocket expenses, including copies of paid receipts, invoices, or other documentation acceptable to the City. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the Professional Services described herein. Any travel, per diem, mileage, meals, or lodging expenses, the cost of which are subject to the City's prior written approval, shall be paid in accordance with the rates and conditions established by the City's Travel Policy or the applicable law or ordinance.

10.14.5 Significance of "Final Invoice"

In order for both parties herein to close their books and records, the Consultant shall clearly indicate "Final Invoice" on its final invoice to the City for the Project. Such indication shall certify to the City that all services have been properly performed and all charges and costs owed in connection with this Agreement have been invoiced to the City for the Project. Since this account will thereupon be closed, any and other further requests for reimbursement or payment for the Project, if not properly included on this final notice, are waived by the Consultant.

10.14.6 Access and Audit

The Consultant shall maintain (a) timesheets kept in a clear and orderly fashion used to substantiate the monthly invoices to be submitted hereunder and (b) adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work, as well as copies of communications regarding the performance of its obligations under this Agreement, for at least five (5) years after the date of final payment of this Agreement or the final conclusion of any litigation regarding this Agreement. The City shall have access to such timesheets, books, records, and documents as required in this Section for the

purpose of inspection or audit during normal business hours, at the Consultant's place of business located in the State of Florida during the Term hereunder and for at least five (5) years after the date of final payment of this Agreement.

10.15 Insurance

10.15.1 Insurance Requirements Generally

The Consultant shall not commence work under this Agreement until it has: (1) obtained all insurance required under this Section and; (2) furnished certificates of such insurance to the City. All insurance policies applicable hereunder shall be issued by companies authorized to conduct business under the laws of the State of Florida with a current AM Best Company rating of "A-" as to management and "VII" as to financial size, or better. The certificates of insurance furnished to the City shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that any material change or cancellation thereof will take effect after written notice of same is provided to the City as required by law. Notwithstanding the provisions herein, compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Agreement. The payment of any deductible shall be the responsibility solely of the Consultant providing such insurance.

10.15.2 Required Types and Amounts of Coverage

10.15.2.1 Without limiting its liability under this Agreement, Consultant shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the City from claims set forth below which may arise out of or result from performance under this Agreement by Consultant, or by a sub-consultant of Consultant, or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable.

10.15.2.2 The insurance required shall be written for not less than the following limits of liability. Coverages shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment.

(1) General Liability – coverage in the minimum amounts specified below, and with a maximum deductible of \$25,000 per occurrence.

Standard Professional Liability minimum;	\$1,000,000 combined single limit -
General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate annually
Property Damage	\$1,000,000 per occurrence \$2,000,000 aggregate annually

(2) Automobile Liability \$300,000 combined single limit per occurrence

(3) Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits as required by Chapter 440, Florida Statutes.

10.15.3 Certificates of Insurance. Certificates of Insurance shall be delivered to City prior to execution of this Agreement. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until a minimum of 10 days prior notice of cancellation for non-payment or 45 days' prior notice of cancellation otherwise. All certificates for general liability coverages shall name the City as an Additional Insured. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment. Consultant shall furnish one copy

each of Certificates of Insurance for each copy of the Agreement which shall specifically set forth evidence of all insurance coverage required by the Agreement. The Certificate of Insurance shall be dated and show the name of the insured Consultant, the specific Project or Agreement by name and RFP or Contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

10.15.4 Insurance of Subconsultants. Consultant shall ensure that its sub-consultants will maintain during the term of their Agreement, the above types of insurance, in coverage amounts acceptable to the City.

10.15.5 Anything to the contrary notwithstanding, the liabilities of the Consultant and any sub-consultants under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages.

10.15.6 City as Additional Insured

All general liability and automobile liability insurance to be maintained by the Consultant and any sub-consultants shall specifically name and include the City as an “Additional Insured”.

10.16 Indemnification

Consultant agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Consultant’s performance of the Professional Services or caused by or arising out of (a) any act, omission, default or negligence of Consultant in the provision of the Professional Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Consultant’s execution of Professional Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Consultant. This indemnification includes, but is not limited to, the performance of this Agreement by Consultant or any act or omission of Consultant, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Consultant agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under this indemnification provision. To the extent considered necessary by the City, any sums due Consultant under this Agreement may be retained by City until all of City’s claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. This clause shall survive the expiration or termination of this Agreement.

10.17 Communications and Notice

All notices required by this Agreement shall be delivered by method requiring a signature receipt, including but not limited to: certified U.S. Mail, private delivery service or hand delivery, to the appropriate party at the address(es) listed in **Schedule 5**.

10.18. Termination

10.18.1 Right to Terminate

Either party may terminate this Agreement for cause in the event that: (1) the other party violates any material provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of its obligations hereunder, upon written notice to said defaulting party seven (7) days prior to termination (“Termination for Cause”).

The City, in addition to the right and option to terminate given above, or any other provisions set forth in this Agreement, expressly retains the right to terminate hereunder at its sole option at any time for convenience, without cause and without penalty, with thirty (30) days written notice, when in its sole discretion it deems such termination is in the best interest of the City. Payment for services satisfactorily performed shall be made in accordance hereunder (“Termination for Convenience”).

The Consultant shall have no right to terminate this Agreement for convenience.

Upon receipt of written notice of either Termination for Cause or Termination for Convenience, the Consultant shall promptly assemble and submit as provided herein or as required in the written notice hereunder, all documents including drawings, signed and sealed drawings, CADD files, calculations, specifications, correspondence, and all other relevant materials associated with the Project.

10.18.2 Termination for Cause

In the event this Agreement is terminated by the City for cause, the City may take over the Professional Services and complete them by contracting with another Consultant (s) or otherwise, and in such event, the Consultant shall be liable to the City for any additional cost incurred by the City due to such termination. “Additional Cost” is defined as the difference between the actual cost of completion of such incomplete services and the cost of completion of such services which would have resulted from payments to the Consultant hereunder had the Agreement not been terminated. Payment for services satisfactorily performed by the Consultant prior to receipt of notice of Termination for Cause, and accepted by the City, shall be made in accordance with the payment procedures hereunder and the City shall have no further liability for compensation for expenses or fees to Consultant. In the event of Termination for Cause, no payments to the Consultant shall be made (1) for services not satisfactorily performed and (2) for assembly of submittal of documents for the services performed satisfactorily or unsatisfactorily. In no event shall City be obligated to compensate Consultant for lost profits, or any resulting or consequential damages in the event of Termination for Cause.

10.18.3 Termination for Convenience

In the event the City causes abandonment, termination or suspension of the Consultant’s services or parts thereof without cause as provided above, the Consultant shall be compensated for services rendered and costs incurred, including costs for previously obtained materials or rented equipment, up to the time of receipt of said abandonment, termination or suspension and for assembly and submittal to the City of affected documents, and the City shall have no further liability for compensation expenses or fees to Consultant.

10.18.4 Implementation Procedures for Termination

In the event of either termination for cause, or for convenience, or due to unavailability of funds, as defined above, the Consultant, upon receipt of the notice of such termination, shall: (1) stop the performance of the Professional Services under this Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the services not terminated and as authorized by the written notice; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the services terminated by the notice of termination; (4) transfer title to the City (to the extent that title has not already been transferred) and deliver according to the manner, at the times, and to the extent directed by the City, all property purchased under this Agreement and reimbursed as direct items of cost and not required for completion of the services not terminated; (5) promptly assemble and submit as provided herein all documents for the services performed, including drawings, calculations, specifications, correspondence, and all other relevant materials affected by the termination; and, (6) promptly complete performance of any services not terminated by the notice of termination.

10.19 Litigation; Waiver of Jury Trial

This Agreement shall be governed and interpreted by the laws of the State of Florida. The parties agree that the courts located in the State of Florida shall have the exclusive jurisdiction of the parties and the subject matter of any litigation, civil or administrative, arising hereunder. For purposes of state court action, venue shall lie in Palm Beach County, Florida, and for purposes of federal court action, venue shall lie in the Southern District of Florida. Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In the event that any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

10.20 Waiver

The waiver of either party hereto of one provision shall not under any circumstances constitute or be interpreted as a waiver of the same provision or any other provision either at the time of the waiver or at any time in the future. Nothing herein shall be interpreted to constitute a release of the responsibility and liability of the Consultant, its employees, sub-contractors, agents and sub-Consultants for the accuracy and competency of their designs, working drawings, Final Drawings, Specifications or other documents and works, nor shall any approval by the City in connection with the Project be deemed to be an assumption of such responsibility by the City for a defect or omission in designs, working drawings, and specifications or other documents prepared by the Consultant, its employees, sub-contractors, agents or sub-consultants. Nothing herein shall be deemed to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

10.21 Force Majeure

Any deadline provided for in this Agreement may be extended, as provided herein, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

10.22 Joint Preparation

The parties acknowledge that they have sought and received competent legal advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. This document expresses their mutual intent and shall not, as a matter of judicial construction, be construed more severely against one of the parties than the other.

10.231 Assignment. This Agreement requires the personal skills and experience of Consultant and may not be assigned by Consultant.

10.24 Successors. The City and the Consultant each binds itself and its partners, successors, executors, administrators and permitted assigns to the other party of this Agreement and to the partners,

successors, executors, administrators and permitted assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City that may be a party hereto, nor shall it be construed as granting any rights or benefits hereunder to anyone other than the City and the Consultant.

10.25 Severability of Provisions

In the event that any term or provision hereunder (or the application thereof to any person or circumstances) shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

10.26 Attached Schedules

The following Schedules are attached to this Agreement and incorporated into and made a part of this Agreement:

- Schedule 1 – Scope of Professional Services
- Schedule 2 – Fees
- Schedule 3 – Schedule and Deliverables
- Schedule 4 – Small Business commitment
- Schedule 5 – Notice provisions

10.27 Entire Agreement

The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written amendment executed by the parties hereto as set forth in Section 6.24 below. Time shall be of the essence for each and every provision hereof.

10.28 Amendments

Any amendments hereto: (1) shall be subject to the mutual written agreement of the parties; (2) shall be attached hereto in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the City. It is expressly understood, moreover, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Agreement unless it is reduced to writing in accordance with the procedures set forth in this paragraph.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement and have hereunto signed in their names by their duly authorized representatives.

ATTEST:

CITY OF WEST PALM BEACH

By: _____
City Clerk

By: _____
Lois J. Frankel, Mayor

Date: _____, 2009

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: _____
Date: _____

WITNESS:

CONSULTANT:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

SCHEDULE 1

SCOPE OF PROFESSIONAL SERVICES

PROJECT / STUDY :

RFP #

Contract #

Scope of Professional Services:

In consideration for the Fees for the Project, the Consultant agrees to perform the Professional Services in accordance with Section 1 of this Agreement, and as more specifically described as follows:

Phases of Professional Services. The Professional Services shall be categorized into the following phases of services, as applicable:

1. Pre-Design Analysis (or Study/Report Phase, if applicable)
2. Schematic Design Phase
3. Design Development and Construction Documents Phase
4. Permitting Phase
5. Bidding and Negotiation Phase
7. Construction Administration Phase

[End of Schedule No. 1]

SCHEDULE 2

PROFESSIONAL SERVICES FEE & EXPENSES

PROJECT:

RFP #

Contract #

S2.1 Professional Service Fee: The Professional Services fee for the Project shall not exceed _____ Dollars (\$.00) (the "Fee"). This fee may be adjusted by a written amendment to this Agreement, if, the City's Project budget is adjusted.

S2.2 The Professional Services Fee includes all fees or payments that the Consultant proposes to pay or make to its subcontractors/vendors in connection with the Project hereunder. The Fees shall be paid in accordance with the payment schedule below.

Administrative expenses directly related to the Services are limited to reasonable charges for the following: long distance telephone calls and facsimile transmissions (at the actual net long distance charges of the actual provider of long distance service), courier deliveries, FedEx or delivery services, U.S mail and certified mail, photocopies (limited to \$.05 per page) and reproduction of reports, surveys or plans prepared for distribution to the City (at Consultant's standard rates and not exceeding the local West Palm Beach market rates), printing, plotting and book production expenses (the "Administrative Expenses"). Consultant may bill for Administrative Expenses on a monthly basis and shall submit documentation satisfactory to City to support all Administrative Expenses with each invoice. Total Administrative Expenses to be paid by City under this Agreement shall not exceed _____ Dollars (\$).

S2.3 Hourly Rates. The Consultant's hourly rates for Professional Services, effective for the term of this Agreement are attached to this Schedule and incorporated herein

S2.4 Additional Services. The Consultant's hourly rates for Additional Services, effective for the term of this Agreement are :

S2.5 Invoices. Invoices must identify the PO number and the RFP/RFQ number, if applicable. Invoices shall be submitted to: West Palm Beach Finance Department, Attn: Accounts Payable, P.O. Box 3366, West Palm Beach, FL 33402-3366. Invoices shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service.

S2.6 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Services.

S2.7 Payment Schedule. Payment of the Professional Services Fee on account of services rendered shall be made in accordance with the following payment and deliverable schedule and upon acceptance of deliverables satisfactory to the City and presentation of Consultant's invoice.

Deliverable

(Please submit this section in a separate envelope that is sealed with the RFP name and number)

Fee

1. Pre-Design Analysis (or Study/Report)

2. Preliminary Design Package including Estimated Construction Cost

3. Design Development and Construction Documents Phase

60% Construction Drawings and Technical Specifications

90% Construction Drawings and Technical Specifications

100% Construction Drawings and Technical Specifications

4. Permitting Phase

Submittal of all permit applications (80% of fee)

Response to RAIs and other necessary submittals (20%)

5. Construction Bid Phase

Participation at Pre-Bid Conference

6. Construction Administration Phase

Consultant may bill for Construction Administration services on a monthly basis for _____ months at the rate of \$_____ per month (\$_____ in final month), not to exceed \$_____, unless otherwise agreed in writing by the City.

S2.8 Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

[End of Schedule No. 2]

[Replace this Page with Hourly Rates of Consultant]

Please submit this section in a separate envelope that is sealed with the RFP name and number

SCHEDULE 3

Project Schedule / Agreed Completion Dates

PROJECT:

RFP #

Contract #

S3.1 Phase Agreed Completion Date

- 1. Pre-Design Analysis (or Study/Report)

- 2. Preliminary Design Package including Estimated Construction Cost

- 3. Design Development and Construction Documents Phase
 - 60% Construction Drawings and Technical Specifications
 - 90% Construction Drawings and Technical Specifications
 - 100% Construction Drawings and Technical Specifications

- 4. Permitting Phase
 - Submittal of all permit applications

- 5. Construction Bid Estimated Date

- 6. Construction - Estimated period

S3.2 Delay

Consultant acknowledges responsibility for any delay damages suffered by the City as a result of Consultant’s negligent, reckless or intentional wrongful actions or inactions. In the event that the City suffers or reasonably believes that it will suffer actual delay damages as a result of Consultant aforesaid actions or inactions, the City, in its sole discretion, said discretion to be exercised reasonably and in good faith, shall have the right and be entitled to withhold the amount of damages or loss from Consultant payments, as reasonably determined by the City. The withholdings of any amount pursuant to this provision shall not be construed to constitute a breach of this Agreement by the City.

The Consultant services shall be timely performed in compliance with this Schedule or as amended in a writing executed by both parties. If the Consultant is delayed at any time in the progress of its Services by any act, failure to act or neglect of the City, or any separate consultant or contractor hired directly by the City, or by occurrences beyond the control and without any fault or negligence of the Consultant, the Consultant shall provide to the City, within five (5) working days of the date the delay began, written notice of the delay. Provided the Consultant has timely notified the City of the delay, the City shall amend this Schedule in writing, for the time delay actually caused by such occurrence, as determined by the City in its sole discretion. This extension of time shall be the Consultant’s sole and exclusive remedy attributed to such delay.

[End of Schedule No. 3]

SCHEDULE 4

Small Business Commitment

PROJECT:

RFP #

Contract #

[Insert Statement of Small Business Participation (Form SB01)
or other evidence of commitment for small business participation as following page]

SCHEDULE 5

Notice

PROJECT:

RFP #

Contract #

All notices required by this Agreement shall be sent in accordance with Section 10.17 of the Agreement to the following addresses:

To the City:

City of West Palm Beach	<i>with a copy to:</i>	City of West Palm Beach
Attn: City Administrator		Attn: City Attorney
P.O. Box 3366		P.O. Box 3366
West Palm Beach, FL 33402-3366		West Palm Beach, FL 33402-

3366

Or

401 Clematis Street – 2nd floor
West Palm Beach, FL 33401

To the Consultant:

[End of Schedule No. 5]



REGISTRATION FORM

Proposers shall complete and return this form to the Procurement Official prior **5:00 P.M. EST, Friday August 12, 2011 in order to receive any addenda(s) issued for this RFP.**

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company:

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ Fax(_____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

Name

Title



REPRESENTATIONS AND DISCLOSURES

RFP No. _____

STATE OF _____ }

} SS:

COUNTY OF _____ }

I am a officer of the Proposer firm, named below, submitting its qualifications under an RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-consultants or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Submittal of Proposer's Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Proposer has not filed for bankruptcy in the past five (5) years.
5. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.
6. Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.

9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2011__

by _____ (*name*) as _____ (*title*) of

_____ (*Proposer firm*), and who is personally known to me

or produced _____

as identification.

Notary Public

Notary Stamp:

In the event Proposer cannot execute this form as drafted, Proposer may substitute a similar Representations and Disclosure certifying to the facts applicable to the Proposer.



Procurement Division/Small Business Program

401 Clematis Street, 5th Floor
 West Palm Beach, FL 33401-4702
 Tel. (561) 822-2100
 Fax (561) 835-0028
 Website: www.wpb.org/sbiz

Form SB01

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. **Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. **Submit this form with your bid/proposal.**

SECTION I. General Information

Bidder or Proposer's

Name: _____

Preparer's

Name: _____ Title _____

ITB or RFP Title: Construction Engineering and Inspection Services for Seaboard Train Station Beautification Project Number: _____

ITB or RFP Number: 10-11-134 SB Goal (if established): _____ **15%**

Total Base Project/Contract Amount: \$ _____

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1. _____	_____	\$ _____	_____ %	_____ %
2. _____	_____	\$ _____	_____ %	_____ %
3. _____	_____	\$ _____	_____ %	_____ %
4. _____	_____	\$ _____	_____ %	_____ %
5. _____	_____	\$ _____	_____ %	_____ %
6. _____	_____	\$ _____	_____ %	_____ %
TOTAL		\$ _____	_____ %	_____ %

Preparer's Signature: _____ Date: _____



Procurement Division/Small Business Program

401 Clematis Street, 5th Floor
West Palm Beach, Florida 33401-4702
Tel: 561-822-2100
Fax: 561-835-0028
Website: www.wpb.org/sbiz

Form SB02

Subcontractors Listing

Bidder/Proposer's

Name: _____ **Telephone No.** _____

ITB or RFP Title: Construction Engineering and Inspection Services for Seaboard Train Station Beautification **ITB or RFP No.:** 10-11-134

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



Procurement Division/Small Business Program

401 Clematis Street, 5th Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-2100
Fax (561) 835-0028
Website: www.wpb.org/sbiz

Form SB03

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. This completed form will be required before contract award. **Note!** This form needs to be completed for each certified Small Business selected.

SECTION I. General Information

Proposer's Name: _____
ITB or RFP Title: Construction Engineering and Inspection Services for Seaboard Train Station Beautification
ITB or RFP Number: 10-11-134

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____