

TOWN OF CUTLER BAY

**PUBLIC WORKS DEPARTMENT
REQUEST FOR QUALIFICATIONS
RFQ #15-11**



**SAFE ROUTES TO SCHOOL DESIGN SERVICES
CUTLER BAY MIDDLE SCHOOL**

BID DUE DATE & TIME
November 12, 2015 at 3:00 PM

“MANDATORY”
PRE-RFQ RESPONSE MEETING DATE & TIME:
October 20, 2015 at 10:00 AM



**REQUEST FOR QUALIFICATIONS
RFQ #15-11
PUBLIC WORKS DEPARTMENT
“SAFE ROUTES TO SCHOOL DESIGN SERVICES
CUTLER BAY MIDDLE SCHOOL”**

The Town of Cutler Bay is currently advertising a Request for Qualifications (RFQ) for: “Safe Routes to School Design Services Cutler Bay Middle School”. **Interested proposers should visit the Town’s website at www.cutlerbay-fl.gov to obtain the Request for Qualifications package. Packages may also be picked up during normal business hours at the office of the Interim Town Clerk, Jacqueline N. Wilson, located at:**

**Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189**

Sealed submittals including one (1) original and five (5) copies of the submittals PLUS a CD containing all documents submitted must be received **no later** than **November 12, 2015 at 3:00 PM** and be clearly marked on the outside, “**Safe Routes to School Design Services Cutler Bay Middle School**”, by **Jacqueline N. Wilson, Interim Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189**. Late submittals and electronic submittals will **not** be accepted.

A MANDATORY “Pre-RFQ” meeting will be held on October 20, 2015 at 10:00 AM in the Town Hall Council Chambers, 10720 Caribbean Blvd., Cutler Bay, Florida 33189.

Pursuant to Town Code, public notice is hereby given that a “Cone of Silence” is imposed concerning the Town’s competitive purchasing process, which generally prohibits communications concerning the RFQ from the time of advertisement of the RFQ until the Town Council meeting at which the Council considers the Town Manager’s recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence”.

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject any and/or all bids or parts of bids, to workshop or negotiate any and all bids, to waive irregularities, and to request re-bids on the required materials or services.

Rafael G. Casals
Town Manager



**REQUEST FOR QUALIFICATIONS
RFQ #15-11
PUBLIC WORKS DEPARTMENT
“SAFE ROUTES TO SCHOOL DESIGN SERVICES
CUTLER BAY MIDDLE SCHOOL”
INFORMATION FOR THE PROPOSERS**

SECTION # 1

1.0 INTRODUCTION

The Town of Cutler Bay (the “Town”), a municipality located in Miami-Dade County, Florida, is soliciting proposals for civil engineering services from qualified professionals for the design and preparation of construction contract documents for the Federally Funded Safe Routes to School (SRTS) project at Cutler Bay Middle School, formerly known as Cutler Bay Academy of Advanced Studies (19400 Gulfstream Rd., Cutler Bay, FL 33157). It is the intent of the Town to hire a pre-qualified consultant who can provide project management, preliminary design, environmental documentation, permitting assistance, and final design services. The final product sought is construction contract documents including plans, specifications and project cost estimates ready for bid.

This Request for Qualifications (RFQ) provides interested applicants with information to prepare and submit proposals in response to this solicitation for consideration by the Town of Cutler Bay. This RFQ process is intended to identify potential consultants with which the Town may, in its sole discretion, choose to enter into a contract for professional services. It is expressly understood and agreed that the submission of “Qualifications” does not require or obligate the Town to pursue a contract with any applicant.

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1.1 SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ & Cone of silence begins	9/29/2015	9:00 AM
2	Mandatory Pre-RFQ-Response Meeting 10720 Caribbean Blvd., Council Chambers, Cutler Bay, Florida 33189	10/20/2015	10:00 AM
3	Deadline to Submit Questions	10/27/2015	1:00 PM
4	Deadline to Town Responses to Questions	11/3/2015	5:00 PM
5	Deadline to Submit RFQ-Response	11/12/2015	3:00 PM
6	Evaluation of Qualifications	11/16/2015 Through 11/24/2015	8:30 AM Through 2:00 PM
7	Selection of Finalists	11/24/2015	2:00 PM
8	Oral Presentations of Finalists	12/8/2015	9:30 AM
9	Announcement of selected Respondents/Cone of Silence Ends	1/20/2016	9:00 AM

*The Town reserves the right to change the scheduled dates and time.

1.2 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the consultant responding to the solicitation must have successfully provided services similar to those listed under Section 2.2 of this RFQ. Each Consultant shall meet all legal, technical and professional requirements for providing the requested services.

The respondents shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The Town reserves the right to make investigations of the respondents' qualifications or any of its sub-consultants, to contact former employers or clients to confirm qualifications as it deems appropriate.



1.3 ADDENDA

If the Town finds it necessary to add to, or amend this document prior to the Response submittal deadline, the Town will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Appendix A) and providing it with its Response.

1.4 CERTIFICATION

The signer of the Response (to this RFQ) must declare by signing Appendices A and B that the person(s), firm (s) and parties identified in the Response are interested in and available for providing the services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.5 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Town in connection with responses shall become property of the Town and shall be deemed to be public records subject to public inspection.

1.6 RETENTION OF RESPONSES

The Town reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Consultant is selected.

1.7 QUESTIONS AND CLARIFICATIONS

All requests for information and/or clarification should be submitted in writing on or before **October 27, 2015 at 1:00 PM**, as described in Section 1.1 - Schedule of Events:

Town Clerk
Attn: Public Works Department – Safe Routes to School Design Services Cutler Bay Middle
School
RFQ #15-11
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
Phone: (305) 234-4262 / Fax: (305) 234-4251
Email: townclerk@cutlerbay-fl.gov
RFQ #15-11
Public Works Department
“Safe Routes to School Design Services Cutler Bay Middle School”



1.8 TOWN AUTHORITY

Proposals will be selected at the sole discretion of the Town. The Town reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline of November 12, 2015 at 3:00 PM will not be considered.

1.9 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Pursuant to the Town Code and the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official of the Town, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the vendor.
- (C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- (D) If an existing vendor makes a contribution, the vendor must report the contribution to the clerk within the earlier of: ten days of acceptance or prior to the award of the contract or renewal.
- (E) The Town Clerk shall file a quarterly report listing the vendor disclosures in the quarter.

2. Disqualification:

- (A) If a vendor of products or services, directly or through a member of the person's immediate family, through a political action committee or through any other person, makes a campaign contribution to a Town candidate and fails to disclose it, the vendor shall be barred from

RFQ #15-11

Public Works Department

"Safe Routes to School Design Services Cutler Bay Middle School"

Page 6 of 52



selling any product or service to the Town for a period of two years following swearing in of the subject elected official.

1.10 CONE OF SILENCE

Notwithstanding any other provision in this solicitation, the provisions of Town "Cone of Silence" are applicable. The entirety of these provisions can be found in Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("particular RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and the Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each particular RFQ, RFP and bid after the advertisement of said particular RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting when the Town Manager makes his written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable particular RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such particular RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in

RFQ #15-11

Public Works Department

"Safe Routes to School Design Services Cutler Bay Middle School"

Page 7 of 52



- the corresponding solicitation document;
- (6) communications with the Town Attorney and his or her staff;
 - (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
 - (8) any emergency procurement of goods or services pursuant to Town Code;
 - (9) responses to the Town's request for clarification or additional information;
 - (10) contract negotiations during any duly noticed public meeting;
 - (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any particular RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

1.11 LOBBYIST REGISTRATION

Proposers must also comply with all Town Charter sections and Code sections, including without limitation, those pertaining to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

1.12 PRESENTATION COSTS

The Town shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, subsequent inquiries or presentations relating to its response.



SECTION # 2 **SERVICES NEEDED BY THE TOWN**

2.1 GENERAL BACKGROUND

The Town of Cutler Bay (hereinafter the “Town” is located in the southern portion of Miami-Dade County, Florida. The Town is comprised of approximately 10 square miles bounded by SW 184 Street to the north, US 1 Busway to the west, SW 232 Street to the south, and Biscayne Bay to the east. The Town abuts the Village of Palmetto Bay to the north and unincorporated Miami-Dade County to the west and south.

The Town is committed to efficient government administration. A small core of the Town staff has been serving its residents, businesses and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

While pursuing this RFQ process, the Town reserves the right to award this contract to a consultant who will best serve the interests of the Town and whose responses are considered by the Town to be the most responsive and most responsible.

The Town reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response.

The Town also reserves the right to waive minor variations or irregularities in the Responses.

2.2 SCOPE OF SERVICES

The Town of Cutler Bay (Town) hereby requests proposals from qualified consultants for the design and preparation of construction contract documents for the Federally Funded Safe Routes to School (SRTS) project at Cutler Bay Middle School, Formerly known as Cutler Bay Academy of Advanced Studies (19400 Gulfstream Rd., Cutler Bay, FL 33157). It is the intent of the Town to hire a pre-qualified consultant who can provide project management, preliminary design, environmental documentation, permitting assistance, and final design services. The final product sought is construction contract documents including plans, specifications and cost estimates ready for bid.

The Town is seeking consulting services to provide construction contract documents including design plans, specifications, cost estimates, and produce the necessary

RFQ #15-11

Public Works Department

“Safe Routes to School Design Services Cutler Bay Middle School”

Page 9 of 52



environmental documents for the project as described above. Design shall only commence after the consultant has reviewed and obtained a thorough understanding of the adopted SRTS Plans for Cutler Bay Middle School. Refer to Attachment 1 for a location map of the project areas.

All design options shall be in accordance with the plan unless sufficient justification is presented and approved by the Town. Services provided by the Consultant shall comply with the FDOT/LAP Department Manuals, process and procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Town and/or the FDOT/LAP. Such FDOT/LAP manuals, procedures, and memorandums are found at the FDOT/LAP website.

The Consultant shall provide expertise during all elements of the design phase particularly those affecting cost, time of construction, and expeditious and efficient completion of the project described hereunder.

2.3 DEFINITIONS

FDOT means State of Florida Department of Transportation.

Local Agency/Town of Cutler Bay means a unit of government with less than statewide jurisdiction or any officially designated public agency or authority of such a unit of government that has the responsibility for planning, construction, operation or maintenance of, or jurisdiction over, a transportation facility. The term includes, but is not limited to, a county, an incorporated municipality, a metropolitan planning organization (MPO), an expressway or transportation authority, a road and bridge district, a special road and bridge district or a regional governmental unit.

USDOT means United States Department of Transportation.

2.4 DESCRIPTION OF WORK

The following phases include all activities required by the Consultant to undertake and accomplish a full and complete project design, including (but not limited to):

The work shall include the design and preparation of construction contract documents to:

- Install 5 foot wide sidewalks (4" and 6" thick including pedestrian ramps)
- Installation of solar powered pedestrian crossing flashers
- Intermediate school zone flashers
- Install detectable warning on existing walking surfaces
- Roadway striping improvements (thermoplastic traffic striping 6", 8", 10", 12", 24" white inclusive of painted crosswalks at key intersections and at school

RFQ #15-11

Public Works Department

"Safe Routes to School Design Services Cutler Bay Middle School"

Page 10 of 52



entrance signalized / pedestrian crossing and extend school zone paint on roads.)

- Comprehensive signing upgrades and school zone speed feedback signs in front of school.

PROJECT: SAFE ROUTE TO SCHOOL – CUTLER BAY MIDDLE SCHOOL	
ROADWAY SEGMENT	RECOMMENDED IMPROVEMENT
Franjo Road at Gulfstream/Franjo Connection	Install sidewalk extension/ramp along Franjo - southwest side; Remove existing concrete - southwest side; Install standard crosswalk - west side; Remove standard crosswalk - west side; Install detectable warning surfaces; Clearing and grubbing for the recommended improvements
Gulfstream Road at SW 99th Road	Install high emphasis crosswalk; Install detectable warning surfaces
Gulfstream Road at the Gulfstream/Franjo Connection	Install sidewalk extension/ramp - west and east sides; Install high emphasis crosswalk - south side; Install 24" stop bar with 50 LF double yellow - south side; Install detectable warning surfaces; Furnish and install single post traffic sign; Clearing and grubbing for the recommended improvements
Gulfstream Road at SW 189th Street	Install high emphasis crosswalk; Install detectable warning surfaces
Gulfstream Road at SW 190th Street	Install high emphasis crosswalk; Install detectable warning surfaces
South of SW 190th Street North of SW 97th Place	Install solar school zone flashers; Relocate existing traffic sign
Gulfstream Road at SW 191st Street	Install high emphasis crosswalk; Install detectable warning surfaces
North Side of Cutler Bay Middle School	Install 4" thick concrete sidewalk; Install permeable asphalt paving sidewalk connection; Install high emphasis crosswalk - south side of SW 191st Street; Install detectable warning surfaces; Furnish and install single post traffic sign; Clearing and grubbing for the recommended improvements
Cutler Bay Middle School Bus Loop Entrance and Exit	Install high emphasis crosswalk - north loop; Install detectable warning surfaces - north loop; Install high emphasis crosswalk - south loop; Install detectable warning surfaces - south loop
Gulfstream Road at SW 191st Terrace	Install high emphasis crosswalk; Install detectable warning surfaces
Gulfstream Road & North Driveway of School (Staff Parking Entrance)	Asphalt removal across driveway; Install 6" thick concrete sidewalk
Gulfstream Road at Holiday Road	Refurbish crosswalks - east side and south side; Remove existing concrete - west side of Gulfstream; Install ADA curb ramp - west side of Gulfstream; Install sidewalk extension/ramp - southeast side; Install detectable warning surfaces; Furnish and install single post traffic sign; Clearing and grubbing for the recommended improvements

RFQ #15-11

Public Works Department

“Safe Routes to School Design Services Cutler Bay Middle School”

Page 11 of 52



South End of Cutler Bay Middle School/ Crosswalk across Gulfstream Road	Refurbish crosswalk across Gulfstream; Remove existing concrete - west side of Gulfstream; Install ADA curb ramp - west side of Gulfstream; Install sidewalk extension/ramp - east side of Gulfstream; Install detectable warning surfaces; Furnish and install supplemental sign plaque; Clearing and grubbing for the recommended improvements
Gulfstream Road at SW 194th Terrace	Install sidewalk extension/ramp to crosswalk - southwest side; Install detectable warning surfaces; Clearing and grubbing for the recommended improvements
Gulfstream Road at SW 97th Place	Install high emphasis crosswalk; Install detectable warning surfaces
Gulfstream Road at Memorial Drive	Install sidewalk extension/ramp to crosswalk - southeast side; Install high emphasis crosswalk; Install detectable warning surfaces; Clearing and grubbing for the recommended improvements
Gulfstream Road at Marlin Road	Remove existing concrete sidewalk connections; Install sidewalk extension/ramps (one per crosswalk approach); Remove standard crosswalks; Install standard crosswalks; Install detectable warning surfaces; Clearing and grubbing for the recommended improvements
Gulfstream Road at SW 197th Street	Install high emphasis crosswalk; Install detectable warning surfaces
Gulfstream Road at Cutler Ridge Drive (SW 200th Street)	Refurbish crosswalk markings; Install detectable warning surfaces; Install sidewalk extension/ramp, eliminate ponding - northeast corner; Clearing and grubbing for the recommended improvements
Gulfstream Road at Bahama Drive	Install high emphasis crosswalk - east and west sides; Install detectable warning surfaces
Gulfstream Road at Caribbean Boulevard	Install sidewalk extension/ramps to new crosswalks across Caribbean; Install high emphasis crosswalks - all sides; Remove stop bar - south side; Install 24" stop bar with 50 LF double yellow - south side; Install detectable warning surfaces; Furnish and install solar-powered RRFB crossing devices - east and west; Clearing and grubbing for the recommended improvements

The design of the project shall comply with the following:

- Americans with Disabilities Act (ADA)
- Manual of Uniform Traffic Control Devices (MUTCD)
- Federal Safe Routes to School Program Guidelines
- Local Agency Program Agreement (LAP)

2.5 CONSULTANT RESPONSIBILITY

Consultant shall be prequalified by FDOT in Work Type 11 Professional Services Office-Engineering Contract Administration & Management which requires prequalification in: 3.1, 3.3, 4.1.1, 6.1, 7.1, 7.2, 7.3, 8.1, and 8.2 work types. The consultant(s) chosen for this project shall be responsible for the following tasks:



Task 1: Project Management and Coordination

1. The consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project.
2. The consultant shall complete all necessary state and federal environmental reviews or coordinate their completion with FDOT.
3. The consultant shall participate in a public involvement meeting and any other community meetings conducted by the Town and provide displays and other communication services or material as necessary for their conduct and assist in answering questions. Develop materials and prepare to answer questions at Council meetings as necessary.
4. The consultant shall deliver a high quality product within budget and on schedule.
5. The consultant shall meet periodically with the Town to discuss the project, present design options, review alternatives, etc. For cost estimation, a total of two meetings may be assumed.
6. The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities.
7. The consultant shall provide assistance during the bid period (pre-bid meeting, respond to bidder's inquiries, etc.).
8. The consultant shall coordinate with all utility companies to obtain existing utility record plans, As-built, schematics, etc. The existing utility information shall be shown on the final design plans.

Deliverables:

- Project Schedule and updates
- Meeting agendas and minutes for all design and coordination meetings

Task 2: Preliminary Design

1. Provide a design for all sidewalks as shown in the SRTS Plans, designed in accordance with Miami-Dade County Public Works Manual and FDOT specifications, and in ADA compliance.
2. The consultant shall conduct a preliminary assessment to analyze project areas for potential issues such as traffic operations and safety, excessive slope, right-of-way constraints, conflicts with roadways, landscape and existing utility, environmental issues, accessibility issues, drainage, and provide acquisition assistance for all easement/right of way necessary for this project.
3. Account for the relocation of any interfering existing utilities, landscape and trees in all designs.
4. Design a grading plan for all areas within the improvement zone. Include specialty items where necessary.
5. The consultant shall coordinate with pertinent regulatory agencies, stakeholders, etc.

RFQ #15-11

Public Works Department

“Safe Routes to School Design Services Cutler Bay Middle School”

Page 13 of 52



6. The consultant shall coordinate appropriate public outreach, workshops and participate in public meetings (e.g. meetings with stake holders, business owners, Homeowners Associations, neighborhoods, staff and Town Council meeting). For cost estimation, a total of two meetings may be assumed.
7. The consultant shall provide a topographic survey and geotechnical services of the project area collected by a licensed land surveyor registered in the State of Florida as needed in developing the design improvements.
8. Design a traffic plan that addresses any partial and temporary road closures.
9. The consultant shall prepare 50%, 90%, and final (100%) documents, plans and specifications based on preliminary plan approval through FDOT Electronic Review Committee (ERC) process and in accordance with applicable Local, State and Federal regulations and requirements.
10. The consultant shall prepare final bid documents incorporating all comments from previous reviews.
11. Plans shall be prepared in the latest available version of AutoCAD and final plans will be provided in hard copy and electronic formats.
12. Four (4) sets of final plans for construction purposes shall be printed on 11"x17" paper, be signed by the engineer licensed in the State of Florida, and provide ready for reproduction.
13. The schedule of values shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities.
14. The consultant shall provide a detailed cost estimate in the format of the schedule of bid items.

Deliverables:

- Meeting agendas and minutes for all public outreach meetings
- 50%, 90%, and final (100%) documents, plans and specifications
- Traffic plan that addresses any partial and temporary road closures
- Four (4) sets of final plans for construction purposes shall be printed on 11"x17" paper, be signed by the engineer licensed in the State of Florida, and provide ready for reproduction
- A letter report summarizing review comments and the resolution of the review comments
- Final bid documents in both paper and electronic format
- Consultant shall provide a detailed cost estimate in the format of the schedule of bid items.

Task 3: Environmental Compliance

1. The consultant shall prepare appropriate Department of Regulatory and Environmental Resources (DRER) documents



Deliverables:

Preliminary and final Environmental technical memoranda for submittal to Miami Dade County by the Town

- The Contractor shall demonstrate good project management practices while working on this project. These include communication with the Town and others as necessary, management of time and resources and documentation.
- The Proposer shall be responsible for verifying and supplementing as necessary the information provided by the Town of Cutler Bay.
- The selected Contractor shall make available the necessary personnel, facilities, supplies, materials and resources to perform the required Work.
- The Work under the Contract shall commence upon receipt of a written Notice to Proceed (“NTP”) from the Town of Cutler Bay.
- The Project has an estimated duration through July 29, 2016 (180 Calendar Days).
- This Solicitation is under the “Cone of Silence”. Please refer to the section herein entitled.

2.6 TOWN OF CUTLER BAY RESPONSIBILITY

The Town of Cutler Bay will provide contract administration, management services, design services and quality acceptance reviews of all work associated with design of the improvements. The Town of Cutler Bay will provide job specific information and/or functions as outlined in this document.

Town of Cutler Bay is providing herein typical section relevant and necessary for Proposers to prepare a Price Proposal for the Project. The exact limits of design are specified in the attachments. Town of Cutler Bay will utilize the services of other consultants to assist the Town in providing contract administration, management services, Civil Engineering Services and technical reviews of the Work associated with the Project.

END OF SECTION



SECTION # 3 **RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION**

Five signed (one (1) original and five (5) bound copies) responses and one (1) CD shall be submitted in one sealed package, clearly marked on the outside "RFQ #15-11, SAFE ROUTES TO SCHOOL DESIGN SERVICES CUTLER BAY MIDDLE SCHOOL. The outside of the sealed envelope shall also show the name of the respondent.

All responses must be received at the receptionist's desk in the Town Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **November 12, 2015 at 3:00 PM**, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

NOTE: A "Mandatory" Pre-RFQ Response Meeting will be held on **October 20, 2015 at 10:00 AM** Location: Cutler Bay Town Center 10720 Caribbean Boulevard, Council Chambers, Cutler Bay, Florida 33189.

All responses must be received by the Town Clerk by the due date and time. All Responses received after the due date and time will not be considered.

3.1 RESPONSE //(QUALIFICATION PACKAGE) PREPARATION

Each consultant shall submit one (1) original and five (5) bound photocopies of the response package and one (1) CD. Each Response shall be limited to twenty (20) pages (paper size 8.5"x11,"printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the Certificates and Appendices A, B and C. The sections shall follow the order given below. **The twenty-(20)-page limit** is for items 1 to 9 below, non-inclusive of Appendices. No material other than that listed in this Section shall be included in the Response.

1. A **one (1) page** cover letter indicating the Consultants' interest in providing the services to the Town and a statement on why the consultant should be selected for the award. The letter shall include the name of the Prime Consultant and those of the subconsultants, explanation of the type of contractual agreement between them, if different from that of Prime and subconsultant. A representative who is authorized to contractually bind the Consultant shall sign this letter.
2. A **one (1) page** table of contents identifying the sections and page numbers.
3. A **one (1) page**, proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.
4. A **two (2) page** history of all the consultant(s).

RFQ #15-11

Public Works Department

"Safe Routes to School Design Services Cutler Bay Middle School"

Page 16 of 52



5. **Up to four (4), one-page** resumes of the persons, including the Project Manager that will be assigned to the Town projects, if the Town selects the Consultant.
6. **Up to two (2), one-page,** a table showing all current and recently completed (after 1/1/2002) private and public (local municipal, county, regional and state) sector clients of all the consultants. The table shall include for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client. If the Consultant team includes sub-consultant, there must be at least one project for each subconsultant. The Consultant may select suitable clients/projects, if the list exceeds two-page limit.
7. **Up to a two (2), one-page,** a narrative on projects completed on time and in budget for the past five (5) years.
8. **Up to four (4), one-page,** a description of projects providing services similar to those identified in the scope of services over the last five (5) years. The emphasis shall be given to municipal projects in Florida AND the tasks performed by the four persons identified in the Response.
9. **Up to three (3), one-page,** copies of any press articles, profiles, commendations, awards etc. The emphasis shall be given to the projects completed in Florida AND the projects of the three persons identified in the Response.
10. **Six (6) pages,** completed Appendices A, B and C.

(Note: Appendix pages will not be counted towards the twenty (20) page submittal limit.)
11. Proofs of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms. Certificates of Insurance.

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3.2 RESPONSE EVALUATION CRITERIA

The selection committee will evaluate the responses based on the criteria and point value listed below.

Evaluation Criteria		Maximum Points
1.	Approach to Handling of Potential Projects & Timeliness Indicate Firms understanding of the Town’s needs and projects proposed.	20
2.	Qualification of Project Team Credentials and accomplishments of the proposed team (up to 4) members	25
3.	Previous Similar Projects & References Experience and background in providing similar municipal services and past performance, including, but not limited to, familiarity with local, state and federal regulatory agencies procedures and requirements, and assisting in the administration of grants requirements.	25
4.	Qualifications of Firm To include years of municipal experience, ability, capacity and skill of firm(s) and personnel to perform, including timeliness, stability and availability and licenses.	20
5.	Submittal Package Compliance with the response preparation and submission requirements	10
TOTAL		100

3.3 SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

The highest ranked three (3) consultants will be short-listed on the basis of the Responses and will be called for oral presentations. All Prime Consultants and subconsultants in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a ten (10)-minute questions-and-answer session. The Consultants are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Consultants. The oral



presentation will be worth twenty-five percent (25%) in the final scoring and the original response will be worth seventy-five percent (75%).

3.4 PROCESS OF SELECTION AND NEGOTIATION

The Town reserves the right to make multiple awards pursuant to this solicitation. After short-listing of respondents deemed qualified by the selection committee, oral presentations and re-ranking of the qualified respondents, it is anticipated the town Council will authorize negotiations of continuing service agreements with the highest ranked respondent. After successful negotiation of the continuing service agreement, the proposed agreement(s) shall be presented to the Town Council with a recommendation for award and execution. If contract negotiations fail with any Proposer, the Town may undertake negotiations with alternative respondents. The Town and Consultant(s) shall subsequently negotiate specific project terms in accord with Florida Statute 287.055 after the short-list selection and continuing services agreements are completed. Any award shall be subject to execution of an agreement in form and substance approved by the Town Attorney.

END OF SECTION



SECTION # 4 **OTHER CONDITIONS**

4.1 TERM OF ENGAGEMENT

An agreement is contemplated up to two (2) year period. The Town or the Consultant may terminate the agreement with thirty (30) day notice without giving any reason.

4.2 PERMITS, TAXES, LICENSES

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

4.3 LAWS, ORDINANCES

The Consultant shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract.

4.4 INSURANCE

Prior to execution of an agreement with the Town, the successful Consultant shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Consultant has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town's representative. Compliance with the foregoing requirements shall not relieve the successful Consultant of its liability and obligations under the agreement.

The successful Consultant shall maintain during the term of the agreement, standard Professional Liability insurance in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

The successful Consultant shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Town from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Consultant or by anyone directly employed by or contracting with the successful Consultant.



The successful Consultant shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the successful Consultant or by anyone directly or indirectly employed by the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

The Consultant shall also maintain other required insurance coverage specific to the services to be provided.

4.5 NEGOTIATIONS

Fees negotiated will be for the underlying contracts and will be negotiated in accordance with Florida Statutes.

END OF SECTION



**RFQ #15-11
PUBLIC WORKS DEPARTMENT
“SAFE ROUTES TO SCHOOL DESIGN SERVICES
CUTLER BAY MIDDLE SCHOOL”**

**NON-EXCLUSIVE SAFE ROUTES TO SCHOOL DESIGN SERVICES
CUTLER BAY MIDDLE SCHOOL AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015 between the Town of Cutler Bay, hereinafter referred to as “the Town,” and, _____ hereinafter referred to as Consultant.

RECITALS:

Whereas, this shall constitute a Safe Routes to School Design Services Cutler Bay Middle School contract pursuant to Section 287.055, F.S.

Now therefore, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

1. The specific nature of the services to be provided by Consultant are outlined in the body of this Safe Routes to School Design Services Cutler Bay Middle School Agreement (the “Agreement”), as well as the Scope of Services, attached hereto as Exhibit “A” and incorporated herein, and are further outlined in the text of Town's Request for Qualifications (“RFQ”) #15-11, attached as Exhibit “B” and incorporated herein.
2. For services performed in accordance with the provisions of paragraph 1 above and Section II below, the Town shall pay Consultant in accordance with the terms and conditions more fully set out in Sections V and VI.

SECTION I — TOWN OBLIGATIONS

The Town agrees that the Town Manager or his authorized designee shall furnish to the Consultant any plans and other data readily available in the Town files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the Town, and shall be provided to the Consultant. Such information is furnished by the Town without guarantee regarding its reliability and accuracy. The Consultant shall be responsible for independently verifying such information if it shall be used by the Consultant to accomplish the work undertaken pursuant to this Agreement. The Consultant may be compensated for any necessary verification work requested by Town, subject to the express written authorization of the Town.



The Town reserves the right to certify the accuracy of information provided by the Town to the Consultant. When such certification is provided in writing, the Consultant shall not be compensated for independent verification of said information.

SECTION II — PROFESSIONAL SERVICES

- (a) Consultant shall perform professional services for the benefit of the Town in connection with and as envisioned in the Town's RFQ #15-11 Public Works Department – Safe Routes to School Design Services Cutler Bay Middle School. The consultant shall be issued a Purchase Order by the Town for professional services associated with RFQ #15-11, covering in detail the scope, time for completion and compensation for the work to be accomplished. In case of emergency, the Town reserves the right to issue oral authorization to the Consultant with the understanding that written confirmation shall follow immediately thereafter. The Consultant shall submit a proposal upon the Project Manager's request prior to the issuance of a Notice to Proceed. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal. The Town shall confer with the Consultant before any Notice to Proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.
- (b) In connection with design services to be rendered pursuant to this Agreement, the Consultant further agrees to:
1. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable Notice to Proceed.
 2. Comply with any Federal, State and local government laws, ordinances, processes, standards, rules, orders, etc. applicable to the work stated in the Town's RFQ #15-11. Where a term of this agreement conflicts with an applicable County rule made applicable to this Agreement through RFQ #15-11, the terms of that County rule shall prevail.
 3. Cooperate fully with the Town in the scheduling and coordination of all tasks and phases of the work.
 4. Prepare necessary documents, as required or requested, for all applicable agencies including regulatory requirements and permits.
 5. Report the status of the work to the Town upon request and hold pertinent data, calculations, field notes, records, sketches, procedures, proposals, records, and other work products open to inspection of the Town.



6. Submit for Town review computations, reports, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Notice to Proceed. Submit for Town approval the final work products upon incorporation of any modifications requested by the Town during any previous review.
7. Be available at all reasonable times for general consultation and advice through the effective term of this Agreement.
8. Confer with the Town at any time during the further development and implementation of improvements for which the Consultant has provided design services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The Consultant shall not be compensated for the correction of errors and omissions to the extent that those errors and omissions are the responsibility of the Consultant.
9. Perform all services in a competent and skilled manner.

SECTION III — SCHEDULE OF WORK AND TIME FOR COMPLETION

- (a) The Town shall have the sole right to determine assignment of work and on which units or sections of the work the Consultant shall proceed and in what order. Written Purchase Orders issued by the Town shall cover in detail the scope, time for completion and intent of requested services and shall serve to authorize the assignment of work outlined in Exhibit "A" or referenced in paragraph 1 of the Recitals to this Agreement.
- (b) The services to be rendered by the Consultant for each section of the work or upon the assignment, shall commence upon receipt of a written executed Purchase Order and/or a notice to proceed (the "NTP") from the Town subsequent to the execution of the Agreement, and shall be completed within the time stated in the Purchase Order or the NTP.
- (c) A reasonable extension of time shall be granted in the event there is a delay on the part of the Town in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the Consultant's duties impossible. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.
- (d) At the end of the contract, the Town will evaluate the Consultant's performance. This Performance Evaluation will become public record.



SECTION IV — FORCE MAJEURE

- (a) Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.
- (b) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.
- (c) It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

SECTION V — COMPENSATION

- (a) The Town agrees to pay and the Consultant agrees to accept, for satisfactory performance, as determined solely by the Town of services rendered pursuant to this Agreement, including work as stipulated by Section II – Services needed by the Town, and all preliminary and/or incidental work thereto, fees computed in accordance with Exhibit "B" schedule of rates, a copy of which is attached hereto, or as otherwise set forth in the Purchase Order for the specific work.
- (b) Reimbursement for the reasonable and necessary expenses of the Consultant for postage, copying, long distance telephone calls, document reproduction, and authorized travel may be provided in accordance with the Purchase Order.



SECTION VI — PAYMENTS

Unless negotiated and otherwise agreed to, the Town shall make monthly fee payments to the Consultant, computed in accordance with Section V, for all work performed during the previous calendar month for work which has been assigned by Town to Consultant. The Consultant shall submit duly certified monthly invoices to the Town in the amount due for services performed to date and including any previously authorized reimbursable expenses incurred during the month. For lump sum assignments, invoices shall be based upon the percentage of work completed at invoice date. Invoices shall be processed pursuant to the Florida Prompt Payment Act, Section 218.70 of the Florida Statutes.

SECTION VII — SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the Town.

When applicable and upon receipt of such consent in writing, the Consultant shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. All agreements with sub-consultants or sub-contractors ("Sub-Contractor") shall state that such agreements shall be subject to all terms and conditions of this Agreement, along with all applicable laws and regulations and that the Sub-Contractor shall hold the Town harmless against all claims of whatever nature arising out of the Sub-Contractor's performance of work under this Agreement, to the extent allowed and required by law. Consultant shall include in all reports due under this Agreement, all Subcontractors' progress in performing its work under this hereunder.

SECTION VIII — EXTRA WORK

The Town, without invalidating the Agreement, may require extra work or make changes by altering, adding to, or deducting from the work, with the agreement sum being adjusted accordingly. Such work shall be executed under the conditions of the original contract.

In the event extra work and/or expenses are necessary due to changes requested after the applicable portion of the work is approved by the Town, such extra work shall be the subject of an additional Purchase Order or a modification of the original Purchase Order.

SECTION IX — APPROVAL

The Town agrees, within thirty (30) days after delivery, to approve, reject, or return with indicated suggested revisions or recommendations, all schedules, submittals or other written communications submitted by the Consultant to the Town for approval. Such approval, revisions, or recommendations by the Town shall not relieve the Consultant of responsibility for the completeness or correctness of the work.

RFQ #15-11

Public Works Department

"Safe Routes to School Design Services Cutler Bay Middle School"

Page 26 of 52



SECTION X — RIGHT OF DECISIONS

- (a) All services shall be performed by the Consultant to the satisfaction of the Town's Project Manager who shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement. The monitoring of the prosecution and fulfillment by the Consultant of the services hereunder, and the character, quality, amount and value thereof, are within the Project Manager's authority. The Project Manager's decision upon all claims, questions, and disputes shall be final, conclusive, and binding upon the parties hereto unless such determination is arbitrary or unreasonable.
- (b) Adjustments of compensation and time for completion of services hereunder because of any major changes in the work that might become necessary or be deemed desirable, as the work progresses shall be left to the absolute discretion of the Project Manager. In the event that the Consultant does not concur with the decisions of the Project Manager, the Consultant shall present any such objections in writing to the Town Manager. The Project Manager and the Consultant shall abide by the decisions of the Town Manager unless arbitrary or unreasonable. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, subject to the standards set forth above.

SECTION XI — OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps, contract documents, designs, and/or other data (the "Documents") developed by the Consultant pursuant to this Agreement shall become the property of the Town without restrictions or limitations upon their use and shall be made available by the Consultant at any time upon request by the Town. Reuse of such Documents by the Town for any purpose other than that for which prepared shall be at the Town's sole risk. When each individual section or assignment of work requested pursuant to this Agreement is complete, all of the above Documents shall be delivered to the Town. The level of information required to be provided at the completion of an assigned task shall be specified within the Purchase Order authorizing the work.

SECTION XII — REUSE OF DOCUMENTS

The Consultant may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The Town shall not accept any reused data containing an excess of irrelevant material which has no substantial connection with the applicable portion of the work.



SECTION XIII — NOTICES

Any notices, reports or other written communications from the Consultant to the Town shall be considered delivered when posted by certified mail or delivered in person to the Project Manager. Any notices, reports or other communications from the Town to the Consultant shall be considered delivered when posted by certified mail to the Consultant at the last address left on file with the Town or delivered in person to said Consultant or the Consultant's authorized representative.

SECTION XIV – PUBLIC RECORDS LAW

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town.

In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town. All records shall be retained for a period of 5 years.

SECTION XV — PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that no companies or persons, other than bona fide employees working solely for the Consultant have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage

RFQ #15-11

Public Works Department

“Safe Routes to School Design Services Cutler Bay Middle School”

Page 28 of 52



fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The Consultant also warrants that no Town personnel, whether full-time or part-time employees, or officers, has or shall be retained or employed in any capacity, by the Consultant or the Town authorized subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the Town shall have the right to annul this Agreement without liability.

SECTION XVI — TERMINATION OF THIS AGREEMENT

- (a) This Agreement may be terminated, in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination. If termination for default of the Consultant is effected by the Town pursuant to paragraph (a), Consultant shall be paid only for all work satisfactorily completed prior to the notice of termination. Consultant shall remain liable for the damages, if any, caused by its default.
- (b) This Agreement may be terminated, in whole or in part, in writing, by the Town for its convenience, provided that the Consultant is afforded the same notice and consultation opportunity specified in paragraph (a) above. Only Town has the unilateral right to terminate for its convenience. Consultant recognizes that other covenants of the Agreement serve as consideration for and support this unilateral right of Town.

If termination for convenience is effected by the Town, an equitable adjustment in compensation payable to Consultant shall be made, which equitable adjustment shall include a reasonable profit for services or other work already properly performed prior to the notice of intent to terminate for which profit has not been already included in an invoice. For any such termination for convenience, the equitable adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs directly and reasonably incurred by the Consultant relating to commitments (e.g., suppliers, subcontractors) which had become irrevocable prior to receipt of the notice of intent to terminate. Except as expressly stated above in this paragraph (b), Town shall have no further liability to compensate or pay Consultant.

- (c) Upon receipt of termination action under paragraphs (a) or (b) above, the Consultant shall
1. promptly discontinue all affected work (unless the notice directs otherwise) and



2. deliver or otherwise make available to the Town all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- (d) Prior to termination, the Town may take over the work and may award another party an Agreement to complete the work described in this Agreement.
- (e) If, after termination for failure of the Consultant to fulfill contractual obligations, under paragraph (a) above, it is determined that the Consultant had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Town. In such event, adjustment of the contracted price shall be made as provided in paragraph (b) above.
- (f) The parties may also terminate this Agreement by mutual written agreement.

SECTION XVII — DURATION OF AGREEMENT

The Agreement term will be for up to two (2) years. The Town may terminate the agreement with a thirty (30) days notice without giving any reason.

SECTION XVIII — CLEAN AIR ACT

If any work order issued under this contract exceeds \$100,000, the Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Consultant shall include this clause in any subcontracts over \$100,000.

SECTION XIX — ENERGY POLICY AND CONSERVATION ACT

The Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

SECTION XX — TRUTH-IN-NEGOTIATION

Consultant certifies that the wage rates and other factual unit costs, supporting the compensation are accurate, complete and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

RFQ #15-11

Public Works Department

“Safe Routes to School Design Services Cutler Bay Middle School”

Page 30 of 52



SECTION XXI — DRUG FREE WORK PLACE

The Consultant shall comply with all mandatory standards and policies relating to the Federal Drug-Free Workplace Act's Requirements.

SECTION XXII — SPECIAL PROVISIONS

- (a) The Consultant agrees to comply with Title VI of the Civil Right Act of 1964, the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours Standard Act, the Health and Safety Standards Act, Section 109 of the Housing and Community Development Act of 1974, Section 3 compliance in the Provision of Training, Employment and Business Opportunities, and the Consultant further agrees not to maintain or provide for its employees any facilities that are segregated on a basis of race, color, creed, national origin, handicap, religion, ancestry, sex or age.
- (b) No officer or employee of the Town or its designees or agents, no member of the governing body, and no other public official of the Town who exercises any function or responsibility with respect to this contract, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds. Consultant shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (c) The Consultant shall perform the work herein above set out as an independent contractor free from direct control or supervision by the Town as to the means and methods of performing the work and all persons engaged in the performance of the work shall be solely the servants or employees of the Consultant or its subcontractors, as the case may be
- (d) The Consultant agrees to comply with Executive Order 11246, which prohibits discrimination in employment regarding race, color, creed, national origin, handicap, religion, ancestry, sex, or age. An excerpt of such Executive Order being attached hereto and made a part hereto by reference. The Consultant further agrees to comply with the filing of any and all information and reports required by the Executive Order and by the rules, regulations, and orders of the Secretary of Labor.

SECTION XXIII— INSURANCE AND INDEMNIFICATION

- (a) Consultant shall indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Agreement.

RFQ #15-11

Public Works Department

“Safe Routes to School Design Services Cutler Bay Middle School”

Page 31 of 52



- (b) The Consultant shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained. Consultant must have and provide to Town a Certificate of Insurance showing the Town of Cutler Bay as additional insured. The Consultant shall maintain during the term of this Agreement the following insurance coverage for services to be performed for Town Departments:

Workmen's Compensation Insurance — as required by law. (Florida State Statute 440.02)

Professional Liability Insurance — \$1,000,000 per occurrence.

Commercial General including Contractual Liability Insurance — \$1,000,000 per occurrence.

Comprehensive Automobile Liability Insurance — This coverage must be written on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$500,000 Combined Single Limit.

\$500,000 each person;

\$500,000 each occurrence bodily injury;

\$500,000 each occurrence property damage;

The policy must provide coverage for any automobiles.

- (c) All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M.

Best Company, Olwick, New Jersey, or its equivalent, or, at Town's discretion, the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

- (d) The Consultant shall furnish certificates of insurance to the Cutler Bay Town Center: 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189, prior to the commencement of operations, which certificates shall clearly indicate that the Consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of

RFQ #15-11

Public Works Department

"Safe Routes to School Design Services Cutler Bay Middle School"

Page 32 of 52



this insurance shall be effective without thirty (30) days prior written notice to the Town.

- (e) Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement, and the Town shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

SECTION XIV— ENTIRETY OF AGREEMENT; VENUE; NO JURY-TRIAL

- (a) This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Town. The Town Manager shall act for Town hereunder.
- (b) This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue for any litigation hereunder shall be made in Miami-Dade County, Florida.
- (c) Each party hereby expressly waives any right to trial by jury in any litigation hereunder or which is in any way related to the conduct or course of dealing between the parties.

IN WITNESS WHEREOF the parties hereto have executed these presents this ____ day of 2015.

Consultant _____

Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

By: _____
Signed

Name/Title

By: _____
Rafael G. Casals
Town Manager

Attest:

Attest:

Town Clerk

Or
Witnessed:

Approved as to form and legal sufficiency:

By: _____

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
Town Attorney

Name: _____

By: _____

Name: _____

Town Resolution #15-____



EXHIBIT "A"

CONSULTANT'S STAFF HOURLY RATES

[SPACE LEFT INTENTIONALLY BLANK]



APPENDIX "A"

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.

C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Town of Cutler Bay awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____



APPENDIX "C"

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the TOWN OF CUTLER BAY, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement - S.S. # _____)

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity



crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]



I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 2015.

Personally known _____

OR produced identification _____ Notary Public – State of _____

(type of identification) My commission expires _____

(Printed, typed or stamped Commissioned name notary public)



APPENDIX "D"
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that _____ does: (Name of Business)

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

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

Proposers Signature

Date



APPENDIX "E"

TOWN OF CUTLER BAY

LOCAL AGENCY PROGRAM (LAP) ATTACHMENTS

ATTACHMENT	Description
A	Lobbying Certification (Form #375-030-33 and Form #375-030-34)
B	Suspension and Debarment (Form #535-030-32)
C	Truth in Negotiation Certification (Form #375-030-30)
D	Conflict of Interest Certification (Form #375-030-50)
E	E-Verify (Form #375-040-68)
F	Term for Federal Aid Contract (Form #375-040-40)
G	Disadvantaged Business Enterprise Program

The attachments listed in this table are by this reference hereby incorporated into and made a part of the RFQ as though fully set forth herein.

[SPACE LEFT INTENTIONALLY BLANK]



ATTACHMENT A

Florida Department of Transportation Local Agency Program Requirements

LOBBYING CERTIFICATION

No Federal appropriated funds have been paid or will be paid, by or on behalf, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

The attached FDOT forms #375-030-33 and #375-030-34 shall be completed and included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

[SPACE LEFT INTENTIONALLY BLANK]



ATTACHMENT B

Florida Department of Transportation Local Agency Program Requirements

SUSPENSION AND DEBARMENT

The attached FDOT form #375-030-32 shall be completed and included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

[SPACE LEFT INTENTIONALLY BLANK]



ATTACHMENT C

Florida Department of Transportation Local Agency Program Requirements

TRUTH IN NEGOTIATION CERTIFICATION

The attached FDOT form #375-030-30 shall be completed and included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

[SPACE LEFT INTENTIONALLY BLANK]



ATTACHMENT D

Florida Department of Transportation Local Agency Program Requirements

CONFLICT OF INTEREST FOR CONSULTANTS AND CONTRACTORS

The attached FDOT form #375-030-50 shall be completed and included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



ATTACHMENT E

Florida Department of Transportation Local Agency Program Requirements

E-VERIFY

FDOT requires utilization of the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons who perform employment duties or work pursuant to any FDOT contract within Florida. This requirement extends to all agreements entered into under an FDOT contract and all parties are advised to maintain records evidencing compliance with E-Verify.

Utilize the attached Form 375-040-68.



ATTACHMENT F

Florida Department of Transportation Local Agency Program Requirements

Terms for Federal Aid Contracts

This requirement extends to all agreements entered into under an FDOT contract and all parties are advised to maintain records evidencing compliance with the Terms for Federal Aid Contracts.

Utilize the attached Form 375-040-40.



ATTACHMENT G

Florida Department of Transportation Local Agency Program

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

DBE Availability Goal Percentage:

The Florida Department of Transportation (Department) has an overall nine point ninety-one percent (9.91%) race-neutral DBE goal. Because this is a Federal-aid contract, the Contracting Firm should fully comply with the goal. This means that the State's goal is to spend at least 9.91% of the highway dollars with Certified DBE's as prime Contracting Firms or as subcontractors. Race-neutral means that the Department believes that the 9.91% overall goal can be achieved through the normal competitive procurement process. The Department has reviewed this Project and assigned a DBE availability goal shown on the bid blank/contract front page under "% DBE Availability Goal". Although not a contract requirement, the Department believes that this DBE percentage can realistically be achieved on this Project based on the number of DBE's associated with the different types of work that will be required.

Under 49 Code of Federal Regulations Part 26, if the 9.91% goal is not achieved, the Department may be required to return to a race-conscious program where goals are imposed on individual contracts. The Department encourages all of our Contracting Firms to actively pursue obtaining bids and quotes from Certified DBE's.

7-24 Disadvantaged Business Enterprise (DBE) Program

7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:

Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

7-24.2 Required Contract and Subcontract DBE Assurance Language:

In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate."

RFQ #15-11

Public Works Department

"Safe Routes to School Design Services Cutler Bay Middle School"

Page 49 of 52



7-24.3 Plan Requirements:

Include the following in the DBE Affirmative Action Program Plan: (a) A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization. (b) The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department. (c) Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.
2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.
3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.
4. Encouraging eligible DBEs to apply for certification with the Department.
5. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

7-24.4 DBE Records and Reports:

Submit the Anticipated DBE Participation Statement at or before the Pre-Construction Conference. Report monthly, through the Equal Opportunity Reporting System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers. The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following: (a) the procedures adopted to comply with these Specifications; (b) the number of subordinated Contracts on Department projects awarded to DBEs; (c) the dollar value of the Contracts awarded to DBEs; (d) the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount; (e) a description of the general categories of Contracts awarded to DBEs; and (f) the specific efforts employed to identify and award Contracts to DBEs. Upon request, provide the records to the Department for review. Maintain all such records for a period of five years following acceptance of final payment

RFQ #15-11

Public Works Department

"Safe Routes to School Design Services Cutler Bay Middle School"

Page 50 of 52



and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. On the Anticipated DBE Participation Statement only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Submit a revised Anticipated DBE Participation Statement to reflect changes to the initial Anticipated DBE Participation Statement within 14 business days from the date of the change. When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example: (a) The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit. (b) The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services. (c) When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. (d) When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals. (e) The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function in the work of a contract may be counted toward the voluntary DBE goal. (f) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. (g) To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. (h) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. (i) If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would

RFQ #15-11

Public Works Department

“Safe Routes to School Design Services Cutler Bay Middle School”

Page 51 of 52



be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

END OF DOCUMENT



ADDENDUM NO. 1

**RFQ # 15-11
TOWN OF CUTLER BAY
SAFE ROUTES TO SCHOOL DESIGN SERVICES
CUTLER BAY MIDDLE SCHOOL**

Addendum #1 form and the following attachments shall be part of the original RFQ #15-11: Safe Routes to School Design Services document and modifies the original RFQ as noted below:

REVISION TO ORIGINAL RFO DOCUMENTS BELOW:
"RED"

Description

Attachment "A" Lobbying Certification (Form #375-030-33 and Form #375-030-34)

Insert following pages to RFQ #15-11:

Page 43(A)

Page 43(B)

Page 43(C)

Attachment "B" Suspension and Debarment (Form #535-030-32)

Insert following pages to RFQ #15-11:

Page 44(A)

Attachment "C" Truth in Negotiation Certification (Form #375-030-30)

Insert following pages to RFQ #15-11:

Page 45(A)

Attachment "D" Conflict of Interest Certification (Form #375-030-50)

Insert following pages to RFQ #15-11:

Page 46(A)

Page 46(B)

Attachment "E" E-Verify (Form #375-040-68)

Insert following pages to RFQ #15-11:

Page 47(A)

Attachment "F" Term for Federal Aid Contract (Form #375-040-84)

Insert following pages to RFQ #15-11:

Page 48(A)

Page 48(B)

Page 48(C)

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES375-030-34
PROCUREMENT
04/14

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> _____ _____ _____ Congressional District, <i>if known:</i> 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known:</i> _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER
COVERED TRANSACTIONS
FOR FEDERAL AID CONTRACTS**
(Compliance with 49 CFR, Section 29.511)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By _____ Date: _____
Authorized Signature

Title: _____

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST CERTIFICATION
FOR CONSULTANT/CONTRACTOR**

375-030-50
PROCUREMENT
01/12

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): _____

Financial Project Number(s): _____

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

E-VERIFY

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.



ADDENDUM NO. 2

RFQ # 15-11 TOWN OF CUTLER BAY SAFE ROUTES TO SCHOOL DESIGN SERVICES CUTLER BAY MIDDLE SCHOOL

Addendum #2 form shall be part of the original RFQ #15-11: Safe Routes to School Design Services document and modifies the original RFQ as noted below:

REVISION TO ORIGINAL RFO DOCUMENTS BELOW:
"RED"

Description

2.5 CONSULTANT RESPONSIBILITY

Consultant Team shall be prequalified by FDOT in ~~Work Type 11 Professional Services Office Engineering Contract Administration & Management which requires prequalification in:~~ 3.1, Minor Highway Design; ~~3.3,~~ 4.1.1, Miscellaneous Structures; 6.1, Traffic Engineering Studies; 7.1, Signing, Pavement Marking, and Channelization; 7.2, Lighting; 7.3, Signalization; 8.1, Control Surveying; ~~and~~ 8.2 Design, Right of Way, and Construction Surveying; and 11.0, Engineering Contract Administration and Management work types. The prime consultants and sub-consultants shall have all the work types required/requested as a Team. The consultant(s) chosen for this project shall be responsible for the following tasks:

RFQ #15-11
Public Works Department
"Safe Routes to School Design Services Cutler Bay Middle School"
Page 12 of 52



ADDENDUM NO. 3

**RFQ # 15-11
TOWN OF CUTLER BAY
SAFE ROUTES TO SCHOOL DESIGN SERVICES
CUTLER BAY MIDDLE SCHOOL**

Addendum #3 form and the following attachments shall be part of the original RFQ #15-11: Safe Routes to School Design Services document and modifies the original RFQ as noted below:

REVISION TO ORIGINAL RFO DOCUMENTS BELOW:

"RED"

Page 16 of 52

Each consultant shall submit one (1) original and five (5) bound photocopies of the response package and one (1) CD. Each Response shall be limited to twenty (20) pages (paper size 8.5"x11," printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the Certificates and Appendices A, B, **and C, D and E**. The sections shall follow the order given below. **The twenty-(20)-page limit** is for items 1 to 9 below, non-inclusive of Appendices. No material other than that listed in this Section shall be included in the Response.

Page 17 of 52

10. **Six (6) pages**, completed Appendices A, B, **and C, D and E**.

(Note: Appendix pages will not be counted towards the twenty (20) page submittal limit.)

Page 22 of 52

1. The specific nature of the services to be provided by Consultant are **outlined in the body of this Safe Routes to School Design Services Cutler Bay Middle School Agreement (the "Agreement"), as well as the Scope of Services, attached hereto as Exhibit "A" and incorporated herein, and are further** outlined in the text of Town's Request for Qualifications ("RFQ") #15-11 **on pages 9 of 52 through 15 of 52, and shall be attached as an Exhibit "B" in the contract to be executed, attached as Exhibit "B" and incorporated herein.**

Page 24 of 52

The Town shall have the sole right to determine assignment of work and on which units or sections of the work the Consultant shall proceed and in what order. Written Purchase Orders issued by the Town shall cover in detail the scope, time for completion and intent of requested services and shall serve to authorize the assignment of work outlined in Exhibit **"A" "B"** or referenced in paragraph 1 of the Recitals to this Agreement.

Page 25 of 52

SECTION V — COMPENSATION

- (a) The Town agrees to pay and the Consultant agrees to accept, for satisfactory performance, as determined solely by the Town of services rendered pursuant to this Agreement, including work as stipulated by Section II – Services needed by the Town, and all preliminary and/or incidental work thereto, fees computed in accordance with Exhibit **"B" "A"** schedule of rates, a copy of which is attached hereto, or as otherwise set forth in the Purchase Order for the specific work.

Description

Attachment "1" Location map of the project areas (Referenced on page 10 of 52)
Insert following pages to RFQ #15-11:
Page 15(A)



LOCATION MAP OF THE PROJECT AREAS
SAFE ROUTES TO SCHOOL GULFSTREAM ROAD PEDESTRIAN SAFETY AUDIT
(CUTLER BAY ACADEMY OF ADVANCED STUDIES CUTLER RIDGE CAMPUS AND GULFSTREAM ELEMENTARY SCHOOL)

