



May 8, 2015

Mr. Ralph Casals
Town Manager
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Re: Caribbean Blvd. Roadway Improvements, "The Gap Project"
Miami-Dade County Joint Participation Agreement (JPA) 20090088
Construction Engineering and Inspection (CEI) Services
Additional Services

Dear Mr. Casals:

In accordance with the terms and provisions of the Non-Exclusive Professional Services Agreement for Continuing Professional Services approved as Town Resolution No. 07-52 between the Town of Cutler Bay and Kimley-Horn and Associates, Inc. (Kimley-Horn or Consultant) dated January 17, 2008, Kimley-Horn provided CEI services associated with roadway improvements on Caribbean Blvd. between Coral Sea Road and SW 87th Avenue. The roadway improvements were based on construction plans prepared by Stantec entitled "Plans for Proposed Improvements to Caribbean Boulevard from Coral Sea to SW 87th Avenue" Miami-Dade County Joint Participation Agreement (JPA) 20090088 [Peoples Transportation Plan]. As that project is approaching completion, the Town has moved forward with the design of similar roadway improvements on Caribbean Boulevard between the SFWMD C-1N canal and Coral Sea Road. The project has been referenced as "The Gap". Kimley-Horn is pleased to submit this proposal to provide a continuation of the CEI services during construction of these additional roadway improvements. The roadway improvement project will be based on construction plans prepared by Stantec entitled "Plans for Proposed Improvements to Caribbean Boulevard from C-1N canal to Coral Sea Road" Miami-Dade County Joint Participation Agreement.

PROJECT SCOPE UNDERSTANDING

The additional project improvements along Caribbean Boulevard are similar to the initial project and primarily include reconstructing the existing two (2) lanes with curb and gutter, drainage improvements, street lighting, landscaping and irrigation.

SCOPE OF SERVICES

The additional CEI services that will be provided by Kimley-Horn associated with the Caribbean Blvd. Roadway Improvement Project include the following:

1. Project initiation and plan review
2. Public Works and permit agency coordination
3. Attendance at a preconstruction meeting and weekly progress meeting
4. Public Involvement Services
5. Resident Project Representative (RPR) for site observations
6. Shop Drawing Coordination
7. Contract Clarification Coordination
8. Review of Pay Applications and associated field quantities
9. Project Close-out

The proposal is based on a contract duration of 260 days. It is estimated that the total contract duration will consist of 20 days for procurement, 210 days for construction, and 30 days for project close out.

TERMS AND FEES

In accordance with the terms and provisions of the Non-Exclusive Professional Services Agreement for Continuing Professional Services, Kimley-Horn will complete this scope of services based on a Lump Sum fee not to exceed **\$213,339.62**.

A Project Description, Scope of Services, Payment Schedule, and Staffing Hour spreadsheet are attached for reference.

We appreciate the opportunity to submit this proposal and to work with you and your staff on this important project. Please contact me at (954) 535-5100 if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Gary R. Ratay, P. E.
Senior Associate

If you concur in all the foregoing and wish to direct us to proceed with the services, please execute this Scope of Services in the spaces provided below.

Mr. Ralph Casals
Town Manger
Town of Cutler Bay

PROJECT DESCRIPTION

This proposal is to assist the Town during construction of roadway improvements on Caribbean Boulevard between the SFWMD C-1N canal and Coral Sea Road. The roadway improvement project will be based on construction plans prepared by Stantec entitled “Plans for Proposed Improvements to Caribbean Boulevard from C-1N canal to Coral Sea Road” Miami-Dade County Joint Participation Agreement.

The additional CEI services that will be provided by Kimley-Horn associated with the Caribbean Blvd. Roadway Improvement Project include the following:

1. Project initiation and plan review
2. Public Works and permit agency coordination
3. Attendance at a pre-construction meeting and weekly progress meeting
4. Public Involvement Services
5. Resident Project Representative (RPR) for site observations
6. Shop Drawing Coordination
7. Contract Clarification Coordination
8. Review of Pay Applications and associated field quantities
9. Project Close-out

The proposal is based on a contract duration of 260 days. It is estimated that the total contract duration will consist of 20 days for procurement, 210 days for construction, and 30 days for project close out.

SCOPE OF SERVICES

The professional services for this project will include the following:

Task 1 - Project Initiation and Plan Review, Fee \$1,308.31

Kimley-Horn shall meet with the Town to discuss the construction plans and contract documents prepared by Stantec entitled “Plans for Proposed Improvements to Caribbean Boulevard from C-1N canal to Coral Sea Road” Miami-Dade County Joint Participation Agreement.

Kimley-Horn will review the construction plans and contract documents in preparation of attending the pre-construction meeting, providing CEI services, and permit agency coordination.

Task 2 – Public Works and Permit Agency Coordination, Fee \$2,192.15

Kimley-Horn shall review the Miami-Dade County Department of Environmental Resource Management (DERM) drainage permit and the Miami-Dade Public Works Department (Traffic Division) striping plan associated with this project. Kimley-Horn will coordinate with the Town’s Public Works Department to confirm construction is being performed in general compliance with the permit conditions. As the engineer of record, any permit related questions submitted by the contractors during the construction phase will be coordinated with Stantec as needed. Kimley-Horn review Miami-Dade County funding requirements based on the Joint Participation Agreement through the People’s Transportation Plan.

Task 3 – CEI Services

Kimley-Horn shall provide CEI services during construction of the project. There are seven separate construction phase sub tasks regarding the Caribbean Blvd. Roadway Improvement Project. The tasks are as follows:

1. Progress Meetings
2. Public Involvement Services
3. Resident Project Representative (RPR)
4. Shop Drawing Coordination
5. Contract Clarification Coordination
6. Review of Pay Application
7. Project Close-out

The proposal is based on a contract duration of 260 days. It is estimated that the total contract duration will consist of 20 days for procurement, 210 days for construction, and 30 days for project close out.

3.1 Progress Meetings, Fee \$33,414.73

Kimley-Horn shall attend weekly progress meetings with the Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process.

3.2 Public Involvement Services, Fee \$58,797.56

Kimley-Horn will provide the following services associated with a public involvement program (PIP):

1. Implement public involvement activities through the use of project flyers, printed project updates, social media, e-mail, and the Town's webpage to communicate with the public during construction.
2. Plan and conduct public meetings to inform the community on a monthly basis.
3. Attend public involvement activities that will take place throughout construction of the project.
4. Implement a plan for personal interaction with the most impacted residents.
5. Implement a plan for collecting and analyzing public comment.
6. Implement a plan for monitoring the effectiveness of outreach activities.
7. Provide monthly project updates to the Town Council and be available to meet with the Town Manager, Public Works Director, and/or Council members.
8. Implement a Media Outreach Plan utilizing media to keep residents informed at all stages of project construction.

3.3 Resident Project Representative (RPR), Fee \$97,238.04

A Resident Project Representative ("RPR") shall be furnished by Kimley-Horn and shall act as directed by Kimley-Horn in order to assist Kimley-Horn in observing performance of the work of the Contractor(s).

The RPR shall visit the site for up to 24 hours per week for the 8 month construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the "Contract Documents"). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR's efforts will be directed toward providing the Town with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, Kimley-Horn shall keep the Town informed of the progress of the work, shall endeavor to protect the Town against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. Kimley-Horn shall perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR shall prepare and submit reports to Kimley-Horn of the field visits describing the general working conditions, areas of construction activity, tests performed, and special and unusual events. Kimley-Horn will provide those reports to the Town.

3.4 Shop Drawing Coordination, Fee \$1,208.81

The shop drawing review and approval process will be provided by the Engineer of Record, Stantec. Kimley-Horn will receive shop drawing materials, coordinate with Stantec, and monitor the shop drawing process.

Kimley-Horn shall not be responsible for reviewing or approving shop drawings or advising the Town on acceptability of substitute materials or equipment that are proposed by the prime contractor(s) hereinafter called "Contractor(s)".

3.5 Contract Clarification Coordination, Fee \$7,570.39

All contract clarification and responses to requests for information (RFI's) will be provided by the Engineer of Record, Stantec. Kimley-Horn will receive the RFI's, coordinate with Stantec, monitor the RFI process, review change orders, develop Contingency Modification Proposals, and issue the Town's instructions to Contractor(s).

Kimley-Horn shall not be responsible for interpretations and clarifications of the plans and specifications.

3.6 Review of Pay Applications, Fee \$3,759.79

Based on Kimley-Horn's on-site observations and upon review of applications for payment and the accompanying data and schedules, Kimley-Horn shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the Town based on such observations and review that the work has progressed to the point indicated and that, to the best of Kimley-Horn's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in Kimley-Horn's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that observations made by Kimley-Horn to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. Neither Kimley-Horn's review of Contractor's work for the purposes of recommending payments nor Kimley-Horn's recommendation of any payment including final payment will impose on Kimley-Horn responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Kimley-Horn will monitor and record approved “Rain Days” awarded to the Contractor(s) as part of the Pay Application review process.

The project requires preparation of quarterly reimbursement request packages as part of the JPA. The Town will be responsible for preparing and submitting all reimbursement packages to Miami-Dade County.

3.7 Project Close-out, Fee \$7,849.84

Kimley-Horn shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his obligations there under, Kimley-Horn may recommend, in writing, final payment to each Contractor and may give written notice to the Town and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

Kimley-Horn will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible “As-Built” drawings will be provided to the Town.

“As-Built” drawings will also be provided to Stantec for their review and use in developing documents/application packages for closing all necessary permits.

Kimley-Horn shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)’ or subcontractor(s)’ agents or employees, or any other persons (except Kimley-Horn’s own employees and agents) at the site or otherwise performing any of the Contractor(s)’ work.

PAYMENT SCHEDULE

Kimley-Horn will perform the services in Tasks shown below for the Lump Sum fee not to exceed **\$213,339.62**. The following is a breakdown of the Lump Sum fee for informational purposes:

Task	Description	Labor Fee
1	Project Initiation and Plan Review	\$1,308.31
2	Public Works and Permit Agency Coordination	\$2,192.15
3.1	Progress Meetings	\$33,414.73
3.2	Public Involvement Services	\$58,797.56
3.3	Resident Project Representative (RPR)	\$97,238.04
3.4	Shop drawing Coordination	\$1,208.81
3.5	Contract Clarification Coordination	\$7,570.39
3.6	Review of Pay Applications	\$3,759.79
3.7	Project Close-out	\$7,849.84
	LUMP SUM FEE	\$213,339.62

STAFFING HOURS SPREADSHEET

Kimley-Horn's Staffing Hour spreadsheet in support of the Lump Sum fee is attached for reference.

CARIBBEAN BLVD ROADWAY IMPROVEMENTS, "THE GAP PROJECT"
ADDITIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES - STAFFING HOURS

PROJECT:	Caribbean Blvd. Roadway Improvement, "The Gap Project"					SHEET:	
CLIENT:	Town of Cutler Bay					FILE NO:	
ESTIMATOR:	Gary R Ratay					DATE:	5/8/2015
DESCRIPTION:							
Project duration is 260 days from NTP Estimate 20 days for procurement Estimate 210 days for construction (7 months) Estimate 30 days for close out (1 month)	Project Manager	Senior Engineer	Construction Manager	Construction Observer/ Public Involvement	Administrative Staff	Line Total	Fee by Task
Task 1: Project Initiation and Plan Review							
One(1) meeting with Town/Stantec	1		1			\$327.08	
Review plans and prepare for pre-construction meeting	3		3			\$981.23	\$1,308.31
Task 2: Public Works and Permit Agency Coordination							
Review Miami-Dade County DERM permit requirements	1	1	1			\$484.79	
Review Miami-Dade County Traffic striping plan requirements	1		1			\$327.08	
Coordinate with Stantec and Miami-Dade County on design and funding items		4	6			\$1,380.28	\$2,192.15
Task 3.1: Progress Meetings							
Progress meetings, 32 meetings, (3 hours/mtg.)	16	96	96			\$30,366.25	
Develop meeting minutes and distribute		16			8	\$3,048.48	\$33,414.73
Task 3.2: Public Involvement Services							
Implement public involvement activities				450		\$44,298.23	
Plan and conduct public meetings, 4 meetings				8		\$787.52	
Attend public involvement activities				16		\$1,575.05	
Implement public involvement personal interaction plan				24		\$2,362.57	
Implement plan for public involvement data collection/analysis				8		\$787.52	
Implement plan for monitoring activity effectiveness				12		\$1,181.29	
Attend monthly Council meeting, 8 meetings	24			24		\$7,214.74	
Implement Media Outreach Plan				6		\$590.64	\$58,797.56
Task 3.3: Resident Project Representative (RPR)							
RPR, 32 weeks, 4 visits per week, 128 visits (6 hours/visit)			768		20	\$97,238.04	\$97,238.04
Task 3.4: Shop Drawing Coordination							
Coordinate shop drawing submittals with Stantec		6			4	\$1,208.81	\$1,208.81
Task 3.5: Contract Clarification Coordination							
Coordinate RFI's with Stantec		32	16		8	\$7,570.39	\$7,570.39

CARIBBEAN BLVD ROADWAY IMPROVEMENTS, "THE GAP PROJECT"
ADDITIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES - STAFFING HOURS

PROJECT:	Caribbean Blvd. Roadway Improvement, "The Gap Project"					SHEET:	
CLIENT:	Town of Cutler Bay					FILE NO:	
ESTIMATOR:	Gary R Ratay					DATE:	5/8/2015
DESCRIPTION:	Project Manager	Senior Engineer	Construction Manager	Construction Observer/ Public Involvement	Administrative Staff	Line Total	Fee by Task
Project duration is 260 days from NTP							
Estimate 20 days for procurement							
Estimate 210 days for construction (7 months)							
Estimate 30 days for close out (1 month)							
Task 3.6: Review of Pay Applications							
Review pay requests (8 applications)		8	16			\$3,260.18	
Prepare quarterly reimbursement packages (To be performed by the Town)						\$0.00	
Coordination with Miami-Dade County			4			\$499.61	\$3,759.79
Task 3.7: Project Close-out							
Develop punch list		6	6			\$1,695.72	
Review As-Built drawings		2	2			\$565.24	
Close-out documentation (Printed material)	3	12			6	\$2,892.88	
Project close out	3	6	6		6	\$2,696.00	\$7,849.84
	52	189	926	548	52		
* LABOR RATE (\$/HOUR)	191.00	149.00	118.00	93.00	62.00		
** ALLOCATION	0.0585	0.0585	0.0585	0.0585	0.0585		
SUBTOTAL	\$10,513.02	\$29,808.42	\$115,660.18	\$53,945.39	\$3,412.60		
PAGE TOTAL						\$213,339.62	\$213,339.62

Source:
Non Exclusive Professional Services Agreement Continuing Professional Services
Dated January 17, 2008
Town Resolution No. 07-03
* LABOR RATE - Consultant's Billing Rate, Exhibit B of Agreement
** ALLOCATION - Expense Compensation Rate, Section V of Agreement

DESCRIPTION OF EMPLOYEE CATEGORIES

Project Manager – Registered Engineer that assumes project responsibility. Coordinates and communicates project issues to identify, establish, and maintain the project goals, scopes, budgets, and schedule.

Senior Engineer – Registered Engineer that assumes technical responsibility during project construction. Plans and develops project implementation approach. Provides project and permitting coordination, facilitates progress meetings, coordinates and expedites shop drawings, contract clarifications, review of applications for payment, and project close-out.

Construction Manager – Resident Project Representative (RPR) responsible for observing project construction for general compliance with project plans and specifications. Provides onsite observations, attends progress meetings, and assists with application for payment reviews, quantity coordination, and project close-out.

Construction Observation/Public Involvement – Personnel responsible for developing, implementing, and evaluating the Public Involvement Activity program, attending public and project meetings, and observes construction progress.

Data Processing/Clerical/Administrative – Personnel responsible for providing administrative and clerical support throughout the project duration.



**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 17 day of JANUARY, 2008 between the Town of Cutler Bay, hereinafter referred to as "the Town," and, Kimley-Horn and Associates, Inc. hereinafter referred to as Consultant;

RECITALS:

Whereas, this shall constitute a continuing 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 Exhibit "A" attached hereto and incorporated herein, and are further outlined in the text of Town's RFQ # 2007-02.
2. For services performed in accordance with the provisions of paragraph one 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 # 2007-02 General Civil Engineering, Landscape Architecture, and Transportation Planning and Engineering Services. The consultant shall be issued Purchase Orders by the Town as the need for services arises, 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 professional 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.
 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, sketches, 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 professional 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 I 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.

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, materialmen, 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 – Professional Services, and all preliminary and/or incidental work thereto, fees computed in accordance with Exhibit "B" the negotiated 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 Section 218.70, 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. Any sub-consultant shall be subject to all terms and conditions of this Agreement. All insurance certificates pertaining to such subconsultants shall be provided to the Town upon issuance of a Purchase Order or NTP.

SECTION VIII — EXTRA WORK

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.

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 — AUDIT RIGHTS, RETENTION OF RECORDS

The Town, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives reserves the right to audit the records of the Consultant related to this Agreement at any time during the prosecution of the work included herein and for a period of three years after final payment is made. The Consultant agrees to provide copies of any records necessary to substantiate payment requests to the Town.

The Consultant shall retain all records relating to this Contract for four (4) years after the Town makes final payment and all other pending matters are closed.

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 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

This Agreement shall remain in full force and effect from execution and for an uncertain term thereafter with no time limitation and as a continuing contract, subject to termination under Section XVI.

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.

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.
- (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.

Employer's Liability Insurance — \$1,000,000.

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

Comprehensive General Liability Insurance — This coverage must be written on the comprehensive form of policy. The basic policy form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Single Limit.

Bodily Injury: \$1,000,000;

Property Damage: \$1,000,000 each 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 \$1,000,000 Single Limit.

\$1,000,000 each person;

\$1,000,000 each occurrence bodily injury;

\$1,000,000 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 Public Works Department: 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 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 17 day of JANUARY 2008.

Consultant
Kimley-Horn and Associates, Inc. _____

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

By: J. Steven Mifflin
Signed
J. Steven Mifflin - Senior VP
Name/Title

By: [Signature]
Steven J. Alexander
Town Manager

Attest:
[Signature]
Shanda S. Layne

Attest:
[Signature]
Town Clerk

or

Approved as to form and legal sufficiency:

Witnessed:

By: Rafael Casals

Name: RAFAEL G. CASALS

By: Lori Savoureux

Name: LORI SAVOUREUX

Carl F...

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.
Town Attorney

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EXHIBIT "A"

General Civil Engineering:

Roadway, streetscape, public works inspections, parking lots, parking spaces and intersection design, capital improvement plan, feasibility and engineering studies, stormwater facility design and management, specifications preparation, cost estimating; canal maintenance and design, engineering construction management and inspections, environmental engineering and permitting, geotechnical services, and other miscellaneous professional services that the Town may desire.

Landscape Architecture:

Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities with the Town's residential and commercial districts and other miscellaneous professional services that the Town may desire.

Transportation Planning and Engineering Services:

Transportation planning and traffic engineering, traffic-impact and safety studies, parking studies; neighborhood traffic management; multi-modal traffic planning and design, Roadways/Transportation planning and design, bicycle and pedestrian paths design and integrated mobility options; traffic calming; collection of traffic counts and reports; signal timing analysis and warrant studies; signs and pavement markings and other miscellaneous professional services that the Town may desire.

EXHIBIT B

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

KIMLEY-HORN AND ASSOCIATES, INC.*

Principal.....	\$200.00
Project Manager.....	\$185.00
Senior Engineer.....	\$145.00
Engineer.....	\$125.00
Construction Manager.....	\$115.00
Construction Observation.....	\$ 90.00
Senior Draftsman/Technical/CADD Operator.....	\$ 90.00
Draftsman.....	\$ 75.00
Data Processing/Clerical.....	\$ 60.00

*NOTE: Beginning on July 1, 2008, CONSULTANT's hourly rates will be increased by up to three percent (3%) per year on July 1st of each year.

PAGE 2 OF 2

GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES

Principal - Senior level managers of the firm.

Project Manager – Registered Engineer that assumes project responsibility. Coordinates and communicates project issues to identify, establish, and maintain the project goals, scopes, budgets, and schedule.

Senior Engineer – Registered Engineer that assumes technical responsibility. Plans and develops projects or phases of projects with unique or complex problems. Also included in this category are senior level individuals with experience in specific areas of disciplines.

Engineer - Degreed professional individuals responsible for production of Engineering, Planning, Landscape, Architectural, and Environmental.

Construction Manager – Individual responsible for coordinating construction administration and onsite observations.

Construction Observation– Technical personnel responsible for observing construction projects.

Senior Draftsman/Technical/CADD Operators - CADD Operators and Designers responsible for CADD technical support and design.

Draftsman - Manual drafters, designers, and technicians responsible for providing production support.

Data Processing/Clerical/Administrative - Staff members responsible for providing clerical and secretarial support to the organization.

RESOLUTION NO. 07-52

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; APPROVING THE QUALIFICATION OF FIRMS TO PROVIDE GENERAL CIVIL ENGINEERING, TRANSPORTATION PLANNING AND ENGINEERING, AND LANDSCAPE ARCHITECTURE SERVICES TO THE TOWN; AUTHORIZING THE TOWN MANAGER TO A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, THE CORRADINO GROUP, MARLIN ENGINEERING, INC., CRAIG A. SMITH AND ASSOCIATES, INC., AND CORZO, CASTELLA, CARBALLO, THOMPSON, SALMON (C3TS); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay desires to improve the structure and environment of the Town, and determines that contracting for professional services is in the best interest of the Town; and

WHEREAS, the Town Council adopted Resolution # 07-03 Authorizing the issuance of a Request for Qualification (RFQ) Number 2007-02; and

WHEREAS, the RFQ was prepared to identify the best available consultants to provide Professional Services: General Civil Engineering, Landscape Architecture, and Transportation Planning and Engineering Services; and

WHEREAS, the Town of Cutler Bay desires to select firms recommended by the selection committee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, THAT:

Section 1. **Recitals.** The above Recitals are true and correct and are incorporated herein by this reference.

Section 1. **Firms Selected.** The following firms as noted are recommended to provide professional services for the Town of Cutler Bay in following categories:

General Civil Engineering:

Kimley-Horn & Associates, Inc.
The Corradino Group
C3TS

Transportation Planning and
Engineering Services:

Kimley-Horn & Associates, Inc.
The Corradino Group
Marlin Engineering, Inc.

Landscape Architecture Services:

Kimley-Horn & Associates, Inc.
Craig A. Smith & Associates, Inc.
Marlin Engineering, Inc.

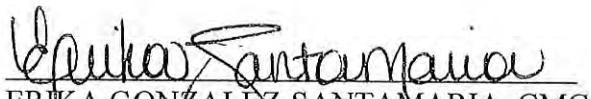
Section 3. Authorization of Town Officials. The Town Manager is authorized to negotiate and execute a Continuing Professional Services Contract (Exhibit "A") for Professional Services with the qualified firms in each category.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 14th day of November, 2007.


PAUL S. VROOMAN, Mayor

Attest:


ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:


WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.
Town Attorney

Moved By: Councilmember Meerbott

Seconded By: Councilmember Bell

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	<u>YES</u>
Vice Mayor Edward P. MacDougall	<u>YES</u>
Councilmember Peggy R. Bell	<u>YES</u>
Councilmember Timothy J. Meerbott	<u>YES</u>
Councilmember Ernest N. Sochin	<u>YES</u>



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: November 8, 2007

Re: Professional Services

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; APPROVING THE QUALIFICATION OF FIRMS TO PROVIDE GENERAL CIVIL ENGINEERING, TRANSPORTATION PLANNING AND ENGINEERING, AND LANDSCAPE ARCHITECTURE SERVICES TO THE TOWN; AUTHORIZING THE TOWN MANAGER TO A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, THE CORRADINO GROUP, MARLIN ENGINEERING, INC., CRAIG A. SMITH AND ASSOCIATES, INC., AND CORZO, CASTELLA, CARBALLO, THOMPSON, SALMON (C3TS); PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Public Works Department will be responsible for overseeing various Capital Improvement Projects and conducting various studies. As the administration begins to implement various projects & studies, the need for outside professional services is required. A Request for Qualifications was authorized by the Town Council via Resolution # 07-03. The following professional services categories were advertised:

- General Civil Engineering (**10 proposals received**)
- Landscape Architecture (**5 proposals received**)
- Transportation Planning & Engineering Services (**6 proposals received**)

A review and consultant selection committee was established which included the Town's Public Works Director, Planning & Zoning Director, and Parks & Recreation Director. The committee performed primary screening and reviewed each submittal.

The evaluation criteria for the selection committee were established by RFQ # 2007-02. The selection committee "short-listed" firms and conducted oral presentations from these presentations, three (3) firms per category would be recommended to the Town Manager.



Office of the Town Manager

As a result of the presentations and deliberations, the selection committee has recommended firms in the following service categories: (ranked by total score)

- **General Civil Engineering:** Kimley-Horn & Associates, Inc.
The Corradino Group
Corzo, Castella, Carballo, Thompson,
Salmon (C3TS)

- **Transportation Planning and Engineering Services:** Kimley-Horn & Associates, Inc.
The Corradino Group
Marlin Engineering, Inc.

- **Landscape Architecture Services:** Kimley-Horn & Associates, Inc.
Craig A. Smith & Associates, Inc.
Marlin Engineering, Inc.

RECOMMENDATION

We recommend that the attached resolution containing selection committee's recommendations and authorize the Town Manager to negotiate an hourly rate and execute a Non-Exclusive Professional Services Agreement with the top-three selected firms in each category.

RESOLUTION NO. 07-03

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES: ARCHITECTURE, GENERAL CIVIL ENGINEERING, LANDSCAPE ARCHITECTURE AND TRANSPORTATION PLANNING & ENGINEERING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay, (the "Town") the Public Works Department ("Department") will be responsible for overseeing various Capital Improvement Projects and conducting various studies; and

WHEREAS, the Department desires and it is in the best interest of the Town to contract with the most qualified and experienced Consultants to provide Professional Services to the Town's Public Works Department utilizing funding provided for in the Town's 2006-07 Fiscal Year budget; and

WHEREAS, a Request For Qualifications has been prepared to identify the best available consultants to provide Professional Services: Architecture, General Civil Engineering, Landscape Architecture, and Transportation Planning & Engineering services for an initial period of three years; and

WHEREAS, Town Ordinance Number 06-22 requires the Town Manager to obtain authorization from the Town Council to advertise solicitations for bids and proposals prior to advertising the solicitation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, THAT:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

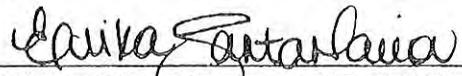
Section 2. Request For Proposals Advertising Approved. The Town Manager is hereby authorized to advertise and issue a Request For Qualification for Professional Services: Architecture, General Civil Engineering, Landscape Architecture, and Transportation Planning & Engineering, substantially the form attached hereto as Exhibit "A."

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 17th day of January, 2007.

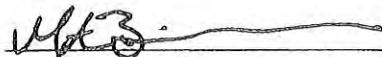

PAUL S. VROOMAN, Mayor

Attest:


ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:


WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.A.
Interim Town Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	<u>YES</u>
Vice Mayor Edward P. MacDougall	<u>YES</u>
Councilmember Peggy R. Bell	<u>YES</u>
Councilmember Timothy J. Meerbott	<u>YES</u>
Councilmember Ernest N. Sochin	<u>YES</u>



**REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES: RFQ#: 2007-02**

INFORMATION FOR THE PROPOSERS

**SECTION # 1
INTRODUCTION**

The Town of Cutler Bay (the Town), a municipality located in Miami-Dade County, Florida, desires to receive qualifications for the selection of firms or teams of firms (the Consultants) to provide Professional Services (the Services) to the Town on a “Continuing Contract” for consulting services in the Development of a Stormwater Master Plan and Professional Services in three (3) service areas (the Service Areas):

- General Civil Engineering
- Landscape Architecture
- Transportation Planning and Engineering

The Town intends to execute an agreement with selected Consultants for providing on-call services. The Consultants will provide these Services on a non-exclusive basis. The Town does not guarantee that any or all of the services identified in this Request for Qualifications (RFQ) will be assigned to the Consultants during the term of their Agreement.

1.1 PURPOSE

The purpose of this document is to provide information on the Services needed by the Town, requirements and guidelines for submitting Response to this RFQ (the Response or the Qualifications package), Consultant selection process and the schedule.

1.2 SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ & Cone of silence begins	2/2/07	9:00 AM
2	Deadline to Submit RFQ-Response	2/27/07	4:00 PM
3	Announcement of short-listed Consultants	3/1/07	4:00 PM
4	Oral presentations	3/5-3/6/07	TBA
5	Announcement of selected Consultants/ Cone of silence ends	TBA	TBA

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



1.3 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the Consultant must have successfully provided within the past five (5) years services similar to those in 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 agents, as it deems appropriate.

1.4 CONE OF SILENCE

COMMUNICATIONS BETWEEN ANY PROPOSER OR ITS REPRESENTATIVES AND ANY TOWN COUNCIL MEMBER, TOWN OFFICIALS, STAFF, AND CONSULTANTS; AND/OR TECHNICAL EVALUATION COMMITTEE MEMBERS ON THE SUBJECT OF THIS RFQ ARE STRICTLY PROHIBITED FROM THE DATE AND TIME OF THE ADVERTISEMENT THROUGH THE DATE OF SELECTION ANNOUNCEMENT (See Section 1.2 for the time and dates), with the exception of the conditions stated on the next page.

- A. Written requests regarding information or clarification made to the Town Clerk, Attn: Ms. Lorraine Savoureux, Administrative Assistant, Public Works Department, in reference to this RFQ.

1.5 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.

1.6 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.



1.7 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.

1.8 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.

1.9 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.

1.10 QUESTIONS AND CLARIFICATIONS:

All requests for information and/or clarification should be submitted in writing to:

Erika Santamaria, Town Clerk
Attn: Ms. Lorraine Savoureux, Administrative Assistant
Public Works Department
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
Phone: (305) 234-4262 / Fax: (305) 234-4251
Email: esantamaria@cutlerbay-fl.gov

1.11 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, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.



SECTION # 2 SERVICES NEEDED BY THE TOWN

2.1 GENERAL BACKGROUND

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.

Pursuant to Chapter 287.055, Florida Statutes, the Town intends to retain consultants to provide professional services in the Service Areas identified in Section 1.0 and described further in the Section 2.2. In order to fulfill the needs of quick response and professional expertise, the Town intends to retain two (2) Consultants in each Service Area.

While pursuing this RFQ process, the Town reserves the right to award contracts to Consultants 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 Consultants can expect to provide services including, but not limited to the tasks identified below:

2.2.1 Development of a Stormwater Master Plan:

Information Gathering and Mapping; Basin and Sub-Basin Delineation; Basin and Sub-Basin Prioritization; Priority Sub-Basins Modeling and Analysis; Capital Improvement Program Stormwater Planning; and other miscellaneous professional services that the Town may desire.



2.2.2 General Civil Engineering:

Roadway, streetscape, public works inspections, parking lots, parking spaces and intersection design, capital improvement plan, feasibility and engineering studies, stormwater facility design and management, specifications preparation, cost estimating; canal maintenance and design, engineering construction management and inspections, environmental engineering and permitting, geotechnical services, and other miscellaneous professional services that the Town may desire.

2.2.3 Landscape Architecture:

Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities with the Town's residential and commercial districts and other miscellaneous professional services that the Town may desire.

2.2.4 Transportation Planning and Engineering Services:

Transportation planning and traffic engineering, traffic-impact and safety studies, parking studies; neighborhood traffic management; multi-modal traffic planning and design, Roadways/Transportation planning and design, bicycle and pedestrian paths design and integrated mobility options; traffic calming; collection of traffic counts and reports; signal timing analysis and warrant studies; signs and pavement markings and other miscellaneous professional services that the Town may desire.

SECTION # 3

RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Only one firm shall be identified as the Prime Consultant for each Response. If other firms are part of the same Response, they shall be identified as subconsultants.

A Prime Consultant shall not be a part of any other team as a subconsultant. Subconsultants can join any number of Prime consultants submitting a Response to this RFQ.

Nine signed (one original and eight photo copies) Responses shall be submitted in one sealed package, clearly marked on the outside "RFQ #2007-02, PROFESSIONAL SERVICES". The outside of the sealed envelope shall also show the name of the Prime Consultant.

All sealed Qualification packages must be received at the receptionist's desk in the Town Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **4:00 PM on Tuesday, February 27, 2007**, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).



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 be returned to the proposer unopened.

3.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION

Each consultant shall submit one (1) original and eight (8) bound photocopies of each Response. 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 on the next page. The twenty-(20)-page limit is for items 1 to 9 on the next page. No material other than that listed in this Section shall be included in the Response.

1. A **one-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-page** table of contents identifying the sections and page numbers.
3. A **one-page**, proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.
4. A **two-page** history of all the consultant(s).
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 subconsultant, 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 after 1/1/2002.
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 years. The emphasis shall be given to the 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 four persons identified in the Response
10. **Six (6) pages**, completed Appendices A, B and C
11. Proofs of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms



3.2 RESPONSE EVALUATION CRITERIA

3.3 The selection committee will evaluate the Responses based on the criteria listed below. The points assigned to each criterion are also given:

1. Credentials and accomplishments of the other (up to 3) members **(25 Points)**
2. Quality of the projects and accomplishments of the Consultant(s) in providing similar services to entities comparable to the Town **(25 Points)**
3. Consultant's track record of on time and within budget project performance **(20 Points)**
4. Credentials and accomplishments of the Consultant Project Manager **(15 Points)**
5. Credentials and accomplishments of the Consultant in general **(10 Points)**
6. Compliance with the Response preparation and submission requirements **(5 Points)**.

3.3 SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

Up to four (4) consultants in each Service Area 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 25% in the final selection (and the Response will be worth 75%)

SECTION # 4 OTHER CONDITIONS

4.1 TERM OF ENGAGEMENT

An agreement is contemplated for three (3) years, with the option to extend the contract for an additional two one-year (1) terms. The Town or the Consultant may terminate the agreement with thirty-days (30-days) 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.

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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 B

NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____ being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

_____ the Consultant that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Town of Cutler Bay, or any person interested in the proposed Work;



Signed, sealed and delivered
In the presence of

_____ By: _____

_____ (Printed Name)

_____ (Title)

Appendix-B Page 1 of 2

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 200__, before me, the undersigned

Notary Public of the State of Florida personally appeared

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath. or
 Did not take an oath.

Appendix-B Page 2 of 2



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, or 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 of 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.

Signed, sealed and delivered

In the presence:

By:

(Printed Name)

(Title)



ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 200 ____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath. or
 Did not take an oath.