

RESOLUTION NO. 16-02

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SELECTING KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL SERVICES FOR SAFE ROUTES TO SCHOOL DESIGN SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay, (the "Town") Public Works Department ("Department") is responsible for general civil engineering, transportation planning and engineering, stormwater utility engineering, landscape architecture, and other Public Works related activities; and

WHEREAS, the Department desires and believes that it is in the best interest of the Town to contract with the most qualified consultants to provide professional services; and

WHEREAS, a Request for Qualifications (RFQ #15-11) was prepared to identify the most qualified consultant to provide Safe Routes to School Design Services; and

WHEREAS, the Town Council adopted Resolution No. 15-62 authorizing the issuance of RFQ #15-11; and

WHEREAS, Town staff posted the RFQ on the Town's website and it was advertised in the Daily Business Review on September 28, 2015; and

WHEREAS, on October 20, 2015, the Town held a "Mandatory" Pre-Bid Meeting of which seven (7) potential firms were in attendance; and

WHEREAS, on November 12, 2015, the Town received three (3) sealed proposals from interested firms; and

WHEREAS, a Selection Committee was established by the Town Manager, which evaluated each of the proposals based on the scoring criteria identified in RFQ # 15-11; and

WHEREAS, as per the RFQ, the Selection Committee awarded points to each bidders based on their individual oral presentation(s); and

WHEREAS, based on the Selection Committee's final rankings, the Town desires to select the following top ranked firm: Kimley-Horn and Associates, Inc.; and

WHEREAS, the Town Council desires to authorize the Town Manager to negotiate and execute an agreement in substantially the form attached hereto as Exhibit "A", between the Town and the top ranked firm; and

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

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. Selection. The Town Council hereby selects Kimley-Horn and Associates, Inc. as the top ranked firm to provide professional services for the Town's Safe Routes to School Design Services.

Section 3. Authorization. The Town Manager is hereby authorized, on behalf of the Town, to negotiate and execute a Professional Service Agreement (PSA) with Kimley-Horn and Associates, Inc., the top ranked firm, subject to the Town Attorney's approval as to form, content and legal sufficiency. In the event the Town Manager is unable to negotiate a satisfactory agreement with the top ranked firm, then the Town Manager may negotiate and execute an agreement with the next highest ranked firm, in order of ranking.

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

PASSED and ADOPTED this 20th day of January, 2016.



PEGGY R. BELL
Mayor

Attest:



JACQUELINE N. WILSON
Town Clerk



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



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

Moved By: Council Member Coriat
Seconded By: Council Member Mixon

FINAL VOTE AT ADOPTION:

Mayor Peggy R. Bell	YES
Vice Mayor Ernest N. Sochin	YES
Council Member Roger Coriat	YES
Council Member Sue Ellen Loyzelle	YES
Council Member Mary Ann Mixon	YES



**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 _____, 2016 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 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.
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 "B" 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, lighting, 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 "A" 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.

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 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.

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.

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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. (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

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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.

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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 2016.

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: _____
Name: _____
By: _____
Name: _____

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

Town Resolution #16-_____



EXHIBIT "A"

CONSULTANT'S STAFF HOURLY RATES

[SPACE LEFT INTENTIONALLY BLANK]

END OF DOCUMENT



EXHIBIT "B"

PROPOSAL FROM #1 RANKED CONSULTANT PENDING NEGOTIATION AND APPROVAL TO PROVIDE THE FOLLOWING SERVICES:

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 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



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
South End of Cutler Bay Middle School/ Crosswalk across	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

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Public Works Department

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



Gulfstream Road	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.
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 DOCUMENT