

RESOLUTION NO. 13-14

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; APPROVING THE QUALIFICATIONS OF THE FIRM TO DEVELOP THE FLOOD MITIGATION PLAN FOR THE TOWN; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AMEC ENVIRONMENTAL & INFRASTRUCTURE, INC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay, (the "Town") Public Works Department ("Department") is responsible for overseeing the implementation of the Town's Floodplain Management Program; and

WHEREAS, the Department desires and it is in the best interest of the Town to contract with the most qualified consultants to prepare the Flood Mitigation Plan; and

WHEREAS, the Town Council adopted Resolution No. 12-56 authorizing the issuance of a Request for Qualifications (RFQ) # 12-03: Floodplain Management Plan; and

WHEREAS, on November 1, 2012, the Town posted RFQ # 12-03 on the Town's website and the Notice of Request for Qualifications was advertised in the Daily Business Review on November 1, 2012; and

WHEREAS, on November 19, 2012, the Town held a "mandatory" pre-bid meeting in which twelve (12) interested bidders attended; and

WHEREAS, on December 21, 2012, the Town received six (6) sealed proposals from interested bidders; and

WHEREAS, the Town's Selection Committee evaluated each of the proposals based on the scoring criteria identified in RFQ # 12-03; and

WHEREAS, on February 8, 2013, the two (2) short-listed firms made a presentation before the Selection Committee; and

WHEREAS, the Town desires to select AMEC Environmental & Infrastructure, Inc., which received the highest score by the Selection Committee; 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:

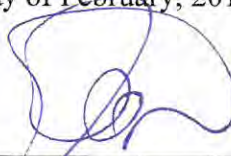
Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference.

Section 2. Firm Selected. The Town Council hereby selects AMEC Environmental & Infrastructure, Inc. to develop Floodplain Management Plan.

Section 3. Authorization of Town Manager. The Town Manager is authorized to negotiate and execute the Professional Services Agreement (Exhibit "A") attached to RFQ Number 12-03 for the development of the Floodplain Management Plan with AMEC Environmental & Infrastructure, Inc., in substantially the form attached, subject to approval by the Town Attorney as to legal form and sufficiency. In the event negotiations can not be reached with AMEC Environmental & Infrastructure, Inc., the Town Manager is authorized to negotiate with the second ranked firm.


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

PASSED and ADOPTED this 20th day of February, 2013.



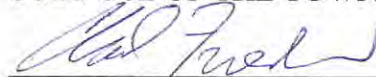
EDWARD P. MACDOUGALL, Mayor

Attest:



DEBRA E. EASTMAN, MMC
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.

Moved By: Council Member Bell

Seconded By: Vice Mayor Sochin

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	Yes
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Vice Mayor Ernest N. Sochin	Yes
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Councilmember Peggy R. Bell	Yes
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Councilmember Mary Ann Mixon	Yes
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Councilmember Sue Ellen Loyzelle	Yes
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PROFESSIONAL SERVICES AGREEMENT

DEVELOPMENT OF A “FLOOD MITIGATION PLAN” RFQ #12-03

THIS AGREEMENT, made and entered into this 20 day of June, 2013 between the Town of Cutler Bay, hereinafter referred to as “the Town,” and, AMEC Environmental & Infrastructure, Inc. (AMEC) hereinafter referred to as Consultant;

RECITALS:

Whereas, this shall constitute a professional services contract pursuant to Section 287.055, F.S.

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

1. The specific nature of the services to be provided by Consultant are outlined in the body of this Professional Services Agreement (the “Agreement”), as well as the Scope of Services, attached hereto as Exhibit “A” and incorporated herein, and are further outlined in the text of Town's Request for Qualifications (“RFQ”) #12-03, attached as Exhibit “B” and incorporated herein.
2. For services performed in accordance with the provisions of paragraph 1 above and Section II below, the Town shall pay Consultant in accordance with the terms and conditions more fully set out in Sections V and VI.

SECTION I — TOWN OBLIGATIONS

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

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

SECTION II — PROFESSIONAL SERVICES

- (a) Consultant shall perform professional services for the benefit of the Town in connection with and as envisioned in the Town's RFQ #12-03 Professional Services “Flood Mitigation Plan”. The consultant shall be issued a Purchase Order by the Town for professional services associated with RFQ #12-03, 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 stated in the Town's RFQ #12-03. Where a term of this agreement conflicts with an applicable County rule made applicable to this Agreement through RFQ #12-03, 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 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 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.

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, 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 “C” 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. 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. AMEC shall include in all reports due under this Agreement, all Subcontractors’ progress in performing its work under this hereunder.

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

The Agreement term will be for two (2) years, with the option for the Town to extend the agreement for an additional two one-year terms. The Town may terminate the agreement with a sixty (60) 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.

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)

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 \$500,000 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 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.

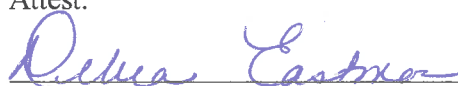
IN WITNESS WHEREOF the parties hereto have executed these presents this 30 day of June 2013.


Consultant AMEC Environmental &
Infrastructure, Inc. (AMEC)
2580 Metrocentre Blvd., Suite #6
West Palm Beach, Florida 33407

By: 
Signed
Richard P. Leone / V.P.
Name/Title

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


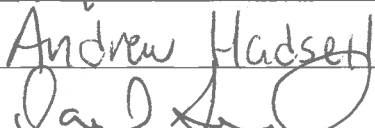
By: 
Rafael G. Casals
Town Manager


Attest:


Attest:

Town Clerk

or

Approved as to form and legal sufficiency:

Witnessed:
By: 
Name: Andrew Hadseth
By: 
Name: DAVID STROUD


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

Town Resolution #13-14

EXHIBIT "A"

2.2 SCOPE OF SERVICES

The Consultant shall provide services categorized and within the timing provided below:

Phase 1 – Planning Process (*165 days to complete*)

Phase 2 – Risk Assessment (*90 days to complete*)

Phase 3 – Mitigation Strategy (*165 days to complete*)

Phase 4 – Plan Maintenance (*60 days to complete*)

The Town's Flood Mitigation Plan shall identify activities that will reduce future flood losses, improve local hazard mitigation capability, increase public and private sector awareness and address and protect cultural, economic and natural resources. The Floodplain Management Plan must meet the minimum standards outlined in 44 CFR 78.5, 78.6, 201.6 and comply with the Local Multi-Hazard Mitigation Plan.

Below is a "detailed" description of the level of service associated with each phase or task of the Proposed Floodplain Management Plan. Additionally, each phase or task of the project has a "maximum" amount of days assigned to complete each task.

Phase 1 – Planning Process (165 days)

0. Organize the Planning Effort (60 days).

The planning process will be conducted in cooperation with a committee composed of Town staff and members of the public. The committee will be created by a resolution of the Town Council. It is anticipated that the committee will meet twelve (12) times during the planning effort. The Consultant shall budget fees for the meetings, including meeting preparation, meeting attendance and post meeting documentation. The sixty (60) day schedule for this task includes the first two planning committee meetings. The remaining meetings will take place throughout the Floodplain Management Planning process.

1. Series of Public Input Meetings and Outreach Efforts (60 days).

The Town requires inclusion of robust public outreach and involvement and accordingly, the community involvement element will be a major focus of this Floodplain Management Plan. A Town-wide Floodplain Management Plan kick-off meeting will be held. In addition, public information meetings will be held in various community forums, such as neighborhood and business associations, at the beginning of the planning process

in order to obtain public input on the natural hazards, flooding concerns and possible solutions. Written comments and recommendations will also be solicited from neighborhood groups and homeowners associations within the Town and survey questionnaires will be mailed to all residents and property owners asking the public for input. In addition, the Town website will encourage public involvement in the planning process and provide another means for the public to complete the survey questionnaire. It is anticipated that ten (10) public meetings will be held at Town Hall. Consultant will be responsible for staffing meetings including preparation, meeting exhibits such as boards and PowerPoint presentations, and post-meeting documentation. A sixty (60) day schedule is anticipated for the initial round of public meetings, but some of the public meetings may be reserved to inform the public during subsequent phases of the planning effort. These meetings will overlap with the tasks described below.

2. Coordinate with Outside Agencies (45 days).

The Plan will include review of existing studies, reports, and technical information available from the Town, Miami-Dade County DERM, Miami-Dade County Fire Rescue Office of Emergency Management (OEM), the Miami-Dade Metropolitan Planning Organization (MPO), SFWMD and FEMA. Representatives from these agencies and from the neighboring municipalities of Palmetto Bay and Pinecrest will be given the opportunity to participate in the planning process. Individual meetings will be held with representatives of the other agencies and organizations to review common problems, development policies, mitigation strategies, inconsistencies and conflicts in policies, plans, programs and regulations. A draft of the Plan will be provided to outside agencies for comment. The Consultant shall budget for this task one (1) meeting each, with DERM, OEM, MPO, SFWMD, FEMA and Town staff and review of existing Town documents identified above.

Phase 2 – Risk Assessment (90 days)

3. Assess the Hazard (30 days).

The Plan will include an assessment of the flood hazards, including a map of known flood hazards, a description of known flood hazards, and a discussion of past flooding events. It is anticipated that much of the hazard may have already been assessed in previous plans and studies. However, analysis of up to three (3) previously unstudied drainage sub-basins will be included in the scope of the Floodplain Management Plan. The location of these sub-basins will be determined based on the results of the public and outside agency input and/or deficiencies identified through the Stormwater Asset Inventory or Repetitive Loss Analysis currently in process.

4. Assess the Hazard Impact (60 days).

The Plan will include an overall summary of the vulnerability of the community to each hazard identified, including a description of the impact the hazards have on life, safety and health and the need and procedures for warning and evacuating residents and visitors; the impact to critical facilities and infrastructure; and the impact to the community's economy and tax base. The Plan will include the number and types of buildings subject to the identified hazards and an estimate of the potential dollar losses to vulnerable structures. The Plan will describe the natural and beneficial functions of areas such as wetlands and habitat for endangered species. The Plan will include a description of development, redevelopment and population trends and a discussion of what the future brings for the watershed and natural resource areas. Previous reports did not include a cost analysis of the flood risk to the community. This analysis will be a part of the Floodplain Management Plan.

Phase 3 – Mitigation Strategy (165 days)

5. Set Goals (15 days).

The Plan will include a statement of the goals of the community's Floodplain Management and Hazard Mitigation Programs. The goals of the Plan will be set at a planning committee meeting under task 1.

The Consultant will summarize the goals into a single page statement to be included in the Floodplain Management Plan.

6. Review Possible Activities (90 days).

The Plan will describe all activities considered and note why they were or were not recommended. Activities will include preventative measures such as zoning and regulations, protective actions such as acquisition and retrofitting, protection of natural and beneficial functions of the floodplain, such as wetlands protection, emergency services activities, such as warning and sandbagging, structural project, such as drainage improvements, and public information activities, such as outreach projects and environmental education programs. The Consultant will develop a list of potential activities and lead a discussion of these activities with the planning committee over the course of four meetings. Input from the planning committee will be sought and incorporated into the draft version of the Floodplain Management Plan.

7. Draft an Action Plan (60 days).

The action plan will specify those activities appropriate to the Town's resources, hazards and vulnerable properties. Each action will identify who does what, when it will be done and how it will be financed. After a draft of the plan is available, one public meeting will be held to present the draft plan and seek public comment. The Plan will then be revised to incorporate public input and presented in its final form to the Town Council.

Phase 4 – Plan Maintenance (60 days)

8. Adopt the Plan (30 days).

The Plan will be presented for adoption by resolution of the Town Council. This task will include a detailed presentation of the plan before the Town Council by the Consultant. Since the Council meets monthly (third Wednesday of the Month), this task is scheduled for thirty (30) days.

9. Plan Maintenance (30 days).

The Plan will include procedures for monitoring implementation, reviewing progress and recommending revisions in an annual evaluation report. The Town will conduct an annual review of progress under the Floodplain Management Plan. An annual report will be prepared in coordination with the planning committee and presented to the Town Council.

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SECTION # 3
Professional Service Proposal & Price Sheet

Task	Bid Amount
Phase 1 – Planning Process	
Organize the Planning Effort	\$ 2,800
Series of Public Input Meetings	\$ 9,100
Coordinate with Outside Agencies	\$ 3,500
Phase 2 – Risk Assessment	
Assess the Hazard	\$ 6,000
Assess the Hazard Impact	\$ 7,500
Phase 3 – Mitigation Strategy	
Set Goals	\$ 2,600
Review Possible Activities	\$ 8,000
Draft an Action Plan	\$ 5,400
Phase 4 – Plan Maintenance	
Adopt the Plan	\$ 1,500
Plan Maintenance	\$ 3,000
Total Project Cost	\$ 49,400

The undersigned declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of service called for.

Separate proposals must be submitted if more than one proposal price for these services is to be considered, and each proposal, if more than one, must indicate how many individual and/or combination item(s) are to be tabulated and considered.

Proposer agrees to provide the services at the prices proposed below in accordance with the terms, conditions, and specifications contained in this RFQ.

PROPOSED PRICE FOR PROFESSIONAL SERVICES: \$ 49,400

forty nine thousand four hundred

DOLLARS

AMEC Environment & Infrastructure, Inc.

COMPANY NAME

Robert E. Smith, Jr., PE, PMP

PRINTED NAME

(704) 357 8600

TELEPHONE NUMBER


SIGNATURE

Vice President

TITLE

NOTE: THIS PAGE MUST BE INCLUDED IN THE BIDDER'S SUBMITTAL



**REQUEST FOR QUALIFICATIONS
RFQ # 12-03
PROFESSIONAL SERVICES
"FLOOD MITIGATION PLAN"**

**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 a firm (the "Consultant") to provide Professional Services (the "Services") to the Town for the Development of a Flood Mitigation Plan (also referred to as the "Plan").

The Town intends to execute an agreement with a selected Consultant to provide such services.

1.1 SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ & Cone of silence begins	11/01/2012	9:00 AM
2	<u>Mandatory Pre-RFQ-Response Meeting</u> 10720 Caribbean Blvd., Suite 105 Cutler Bay, Florida 33189	11/19/2012	3:00 PM
3	Deadline to Submit Questions	11/27/2012	1:00 PM
4	Deadline to Town Responses to Questions	11/30/2012	5:00 PM
5	Deadline to Submit RFQ-Response	12/21/2012	2:00 PM
6	Announcement of selected Consultants/Cone of Silence ends	01/17/13	2:00 PM

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



1.2 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the Consultant must have successfully provided, within the past ten (10) years, services similar to those described in Section 2.2 of this RFQ. The Consultant must meet all legal, technical and professional requirements for providing the requested services.

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 those of any of its agents, as it deems appropriate.

1.3 ADDENDA

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

1.4 CERTIFICATION

Each responder 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 to provide the services required; 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 person signing any part of the response and cover letter has full authority to bind the person(s), firm(s) and parties identified in the response.

1.5 PUBLIC RECORDS

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

1.6 RETENTION OF RESPONSES

The Town reserves the right to retain all responses submitted and to use any ideas contained in any response, regardless of whether that respondent or any respondent is selected.



1.7 QUESTIONS AND CLARIFICATIONS:

All requests for information and/or clarification should be submitted in writing on or before November 30, 2012 (5:00 pm), as described in Section 1.1- Schedule of Events:

Town Clerk
Attn: Flood Mitigation Plan
RFQ #12-03
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
Phone: (305) 234-4262 / Fax: (305) 234-4251
Email: townclerk@cutlerbay-fl.gov

1.8 TOWN AUTHORITY

Proposals will be selected at the sole discretion of the Town. The Town reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.

1.9 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Ordinance 06-11; Town Code Chapter 8A. Pursuant to the Town Code and the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

(A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official of the Town, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.

(B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.

(C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

(D) If an existing vendor makes a contribution, the vendor must report the contribution to the clerk within the earlier of: ten days of acceptance or prior to the award of the contract or renewal.



(E) The Town Clerk shall file a quarterly report listing the vendor disclosures in the quarter.

2. Disqualification:

(A) If a Vendor of products or services, directly or through a member of the person's immediate family, through a political action committee or through any other person, makes a campaign contribution to a Town candidate and fails to disclose it, the vendor shall be barred from selling any product or service to the Town for a period of two years following swearing in of the subject elected official.

1.10 CONE OF SILENCE

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

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

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

The Cone of Silence shall not apply to:

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



such particular RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

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

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

1.11 LOBBYIST REGISTRATION

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

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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 Consultant 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 one (1) Consultant.

The Town reserves the right to award contracts to 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, in the sole discretion of the Town.

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. Additionally, the Town also reserves the right to waive minor variations or irregularities in the responses.

One of the Town's goals in developing / completing the Flood Mitigation Plan will be to integrate information from several existing plans and engineering studies as described below and combine that information with a healthy community involvement effort in order to create a plan that meets the criteria for FEMA's Community Rating System ("CRS") Floodplain Management Planning credits.

- **Stormwater Master Plan.** As a new municipality, the Town conducted a Stormwater Master Plan (SWMP) in 2008 utilizing funding provided through a South Florida Water Management District (SFWMD) grant. This Stormwater Master Plan included an engineering study of observed and citizen reported flooding problem areas within the Town and resulted in the creation of a ten-year Capital Improvement Program (CIP) and Operation and Maintenance Program (O&M) for the management of the Town's Stormwater Utility Fund. The SWMP has been a valuable tool for the Town in the planning and funding (through Stormwater Utility and grant revenue) of stormwater projects, however the SWMP lacks a planning document meeting the requirements for CRS Floodplain Management Plan credit.



- Stormwater Asset Inventory.** The SWMP was based on then-current information available from Town staff, the Miami-Dade County Department of Environmental Management (DERM), the Miami-Dade County Department of Public Works, SFWMD and the U.S. Army Corps of Engineers (USACE). The Town is in the process of conducting a Stormwater Asset Inventory to identify and map existing stormwater management infrastructure within the Town in a GIS database. This information has yet to be incorporated into the analysis that was previously completed in the SWMP process.
- Growth Management Plan.** The Growth Management Plan, completed in 2008, includes stormwater, coastal management, intergovernmental element, capital improvement and conservation elements, but this document also does not meet the requirements for CRS Floodplain Management Plan credit.
- Repetitive Loss Analysis.** The Town is in the process of completing a Repetitive Loss Area analysis which includes study and evaluation of the events leading to flooding of its repetitive loss properties. This study is anticipated to be completed early in 2013.
- Regional Initiatives by South Florida Water Management District.** In addition to its own activities, the Town is aware that SFWMD has several initiatives planned for the regional surface water management system which have an impact on the C-100 and C-1 drainage basins within which the Town is located.

The Town requires one (1) document which comprehensively summarizes and analyzes the information available from all of the sources described above and prioritizes capital improvements, maintenance, emergency management, environmental initiatives, zoning and regulation, and public information activities in a way that improves the Town's approach to floodplain management and reduces the risk associated with flooding in the community.

2.2 SCOPE OF SERVICES

The Consultant shall provide services categorized and within the timing provided below:

Phase 1 – Planning Process (*165 days to complete*)

Phase 2 – Risk Assessment (*90 days to complete*)

Phase 3 – Mitigation Strategy (*165 days to complete*)

Phase 4 – Plan Maintenance (*60 days to complete*)



In addition to the goals and services mentioned above, the Town's Flood Mitigation Plan shall identify activities that will reduce future flood losses, improve local hazard mitigation capability, increase public and private sector awareness and address and protect cultural, economic and natural resources. The Floodplain Management Plan must meet the minimum standards outlined in 44 CFR 78.5, 78.6, 201.6 and comply with the Local Multi-Hazard Mitigation Plan.

Below is a "detailed" description of the level of service associated with each phase or task of the Proposed Floodplain Management Plan. Additionally, each phase or task of the project has a "maximum" amount of days assigned to complete each task.

Phase I – Planning Process (165 days)

0. Organize the Planning Effort (60 days).

The planning process will be conducted in cooperation with a committee composed of Town staff and members of the public. The committee will be created by a resolution of the Town Council. It is anticipated that the committee will meet twelve (12) times during the planning effort. The Consultant shall budget fees for the meetings, including meeting preparation, meeting attendance and post meeting documentation. The sixty (60) day schedule for this task includes the first two planning committee meetings. The remaining meetings will take place throughout the Floodplain Management Planning process.

1. Series of Public Input Meetings and Outreach Efforts (60 days).

The Town requires inclusion of robust public outreach and involvement and accordingly, the community involvement element will be a major focus of this Floodplain Management Plan. A Town-wide Floodplain Management Plan kick-off meeting will be held. In addition, public information meetings will be held in various community forums, such as neighborhood and business associations, at the beginning of the planning process in order to obtain public input on the natural hazards, flooding concerns and possible solutions. Written comments and recommendations will also be solicited from neighborhood groups and homeowners associations within the Town and survey questionnaires will be mailed to all residents and property owners asking the public for input. In addition, the Town website will encourage public involvement in the planning process and provide another means for the public to complete the survey questionnaire. It is anticipated that ten (10) public meetings will be held at Town Hall. Consultant will be responsible for staffing meetings including preparation, meeting exhibits such as boards and PowerPoint presentations, and post-meeting documentation. A sixty (60) day schedule is anticipated for the initial round



of public meetings, but some of the public meetings may be reserved to inform the public during subsequent phases of the planning effort. These meetings will overlap with the tasks described below.

2. Coordinate with Outside Agencies (45 days).

The Plan will include review of existing studies, reports, and technical information available from the Town, Miami-Dade County DERM, Miami-Dade County Fire Rescue Office of Emergency Management (OEM), the Miami-Dade Metropolitan Planning Organization (MPO), SFWMD and FEMA. Representatives from these agencies and from the neighboring municipalities of Palmetto Bay and Pinecrest will be given the opportunity to participate in the planning process. Individual meetings will be held with representatives of the other agencies and organizations to review common problems, development policies, mitigation strategies, inconsistencies and conflicts in policies, plans, programs and regulations. A draft of the Plan will be provided to outside agencies for comment. The Consultant shall budget for this task one (1) meeting each, with DERM, OEM, MPO, SFWMD, FEMA and Town staff and review of existing Town documents identified above.

Phase 2 – Risk Assessment (90 days)

3. Assess the Hazard (30 days).

The Plan will include an assessment of the flood hazards, including a map of known flood hazards, a description of known flood hazards, and a discussion of past flooding events. It is anticipated that much of the hazard may have already been assessed in previous plans and studies. However, analysis of up to three (3) previously unstudied drainage sub-basins will be included in the scope of the Floodplain Management Plan. The location of these sub-basins will be determined based on the results of the public and outside agency input and/or deficiencies identified through the Stormwater Asset Inventory or Repetitive Loss Analysis currently in process.

4. Assess the Hazard Impact (60 days).

The Plan will include an overall summary of the vulnerability of the community to each hazard identified, including a description of the impact the hazards have on life, safety and health and the need and procedures for warning and evacuating residents and visitors; the impact to critical facilities and infrastructure; and the impact to the



community's economy and tax base. The Plan will include the number and types of buildings subject to the identified hazards and an estimate of the potential dollar

losses to vulnerable structures. The Plan will describe the natural and beneficial functions of areas such as wetlands and habitat for endangered species. The Plan will include a description of development, redevelopment and population trends and a discussion of what the future brings for the watershed and natural resource areas. Previous reports did not include a cost analysis of the flood risk to the community. This analysis will be a part of the Floodplain Management Plan.

Phase 3 – Mitigation Strategy (165 days)

5. Set Goals (15 days).

The Plan will include a statement of the goals of the community's Floodplain Management and Hazard Mitigation Programs. The goals of the Plan will be set at a planning committee meeting under task 1. The Consultant will summarize the goals into a single page statement to be included in the Floodplain Management Plan.

6. Review Possible Activities (90 days).

The Plan will describe all activities considered and note why they were or were not recommended. Activities will include preventative measures such as zoning and regulations, protective actions such as acquisition and retrofitting, protection of natural and beneficial functions of the floodplain, such as wetlands protection, emergency services activities, such as warning and sandbagging, structural project, such as drainage improvements, and public information activities, such as outreach projects and environmental education programs. The Consultant will develop a list of potential activities and lead a discussion of these activities with the planning committee over the course of four meetings. Input from the planning committee will be sought and incorporated into the draft version of the Floodplain Management Plan.

7. Draft an Action Plan (60 days).

The action plan will specify those activities appropriate to the Town's resources, hazards and vulnerable properties. Each action will identify who does what, when it will be done and how it will be financed. After a draft of the plan is available, one public meeting will be held to present the draft plan and seek public comment. The Plan will then be revised to incorporate public input and presented in its final form to the Town Council.



Phase 4 – Plan Maintenance (60 days)

8. Adopt the Plan (30 days).

The Plan will be presented for adoption by resolution of the Town Council. This task will include a detailed presentation of the plan before the Town Council by the Consultant. Since the Council meets monthly (third Wednesday of the Month), this task is scheduled for thirty (30) days.

9. Plan Maintenance (30 days).

The Plan will include procedures for monitoring implementation, reviewing progress and recommending revisions in an annual evaluation report. The Town will conduct an annual review of progress under the Floodplain Management Plan. An annual report will be prepared in coordination with the planning committee and presented to the Town Council.

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SECTION # 3
Professional Service Proposal & Price Sheet

Task	Bid Amount
Phase 1 – Planning Process	
Organize the Planning Effort	\$
Series of Public Input Meetings	\$
Coordinate with Outside Agencies	\$
Phase 2 – Risk Assessment	
Assess the Hazard	\$
Assess the Hazard Impact	\$
Phase 3 – Mitigation Strategy	
Set Goals	\$
Review Possible Activities	\$
Draft an Action Plan	\$
Phase 4 – Plan Maintenance	
Adopt the Plan	\$
Plan Maintenance	\$
Total Project Cost	\$

The undersigned declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of service called for.

Separate proposals must be submitted if more than one proposal price for these services is to be considered, and each proposal, if more than one, must indicate how many individual and/or combination item(s) are to be tabulated and considered.

Proposer agrees to provide the services at the prices proposed below in accordance with the terms, conditions, and specifications contained in this RFQ.

PROPOSED PRICE FOR PROFESSIONAL SERVICES: \$ _____ **DOLLARS**

 COMPANY NAME

 SIGNATURE

 PRINTED NAME

 TITLE

()

 TELEPHONE NUMBER

NOTE: THIS PAGE MUST BE INCLUDED IN THE BIDDER'S SUBMITTAL



SECTION # 4 RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Six signed (one original and five bound copies) responses shall be submitted in one sealed package, clearly marked on the outside "RFQ #12-03, PROFESSIONAL SERVICES – FLOOD MITIGATION PLAN". The outside of the sealed envelope shall also show the name of the Consultant.

All responses must be received at the receptionist's desk in the Town Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **2:00 PM, Friday December 21, 2012**, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

NOTE: A "Mandatory" Pre-RFQ Response Meeting will be held on **Monday, November 19, 2012 at 3:00 PM**. Location: Cutler Bay Town Center 10720 Caribbean Boulevard, Suite 105, Cutler Bay, Florida 33189.

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

4.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION

Each consultant shall submit one original and five bound copies 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, Price Sheet (page # 12), 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 through 9 below. 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 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 employee-consultants who are with the firm that is providing the response.
5. **Up to four one-page** resumes of the persons, including the Project Manager, that will be assigned to the team for the Town's project.



6. **Up to two, one-page**, tables showing all current and recently completed private and public (local municipal, county, regional and state) sector projects performed by the members of the team to be used on this project. The table shall include for each project: (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 project. If the Consultant team includes subconsultants, there must be at least one project for each subconsultant. The Consultant may select suitable projects, if the list exceeds two-page limit.
7. **Up to two one-page**, narratives on specific projects completed on time and in budget within the past ten (10) years.
8. **Up to four one-page** descriptions of projects providing services similar to those identified in the scope of services over the last ten (10) years. The emphasis shall be given to the projects in Florida AND the tasks performed by the persons identified in above in No 5.
9. **Up to three one-page** copies of any press articles, profiles, commendations, awards and honors. The emphasis shall be given to the projects completed in Florida AND the projects of the persons identified in No. 5 above.
10. **Six** completed price sheets (page 12 hereof) and Appendices A, B, and C (one in each submittal) and all proofs of authorization to transact business in the State from the Florida Secretary of State, for the prime as well as supporting firms.

4.2 RESPONSE EVALUATION CRITERIA

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

1. Credentials and accomplishments of the Consultant **(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 proposed fees (page #12) **(25 Points)**
4. Consultant's track record of on-time and within-budget project performance **(15 Points)**
5. Compliance with the RFQ response requirements **(10 Points)**.

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SECTION # 5

OTHER CONDITIONS

5.1 TERM OF ENGAGEMENT

The agreement term will be for two years, with the option for the Town to extend the agreement for an additional two one-year terms. The Town may terminate the agreement with a sixty (60-days) notice without giving any reason.

5.2 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 apply to the agreement.

5.3 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.

5.4 INSURANCE

Prior to execution of an agreement with the Town, the successful Consultant shall provide certificates evidencing insurance coverage as required hereunder from companies authorized to do business under the laws of the State of Florida. 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 these requirements will 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, Worker's Compensation Insurance and Employer's Liability insurance as required by law and in at least such amounts for all of its employees as set out in Florida Statute 440.02.

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

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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 it has read, understands and is willing to comply with all of the requirements of the RFQ and the addendum/ addenda.
- 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 the 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): Michael Nardone

Title: Vice President, Florida Regional Manager

Consultant: AMEC Environment & Infrastructure, Inc.

Date: 12.11.12



APPENDIX B

NON-COLLUSIVE AFFIDAVIT

State of Florida

SS:

County of Palm Beach

Michael Nardone being first duly sworn, deposes and says
that:

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

AMEC Environment & Infrastructure Inc. 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
any 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 the proposal submitted 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
required.

Signed, sealed and delivered
In the presence of

Wendy B Anderson

By: [Signature]

Michael Nardone
(Printed Name)

Florida Regional Manager
(Title)

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ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this 11th day of December, 2012, before me, the undersigned

Notary Public of the State of Florida personally appeared
Michael Nardone

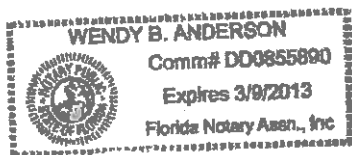
and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

Wendy B Anderson

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.

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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

AMEL Environment & Infrastructure, Inc.

For RFQ #12-03 Flood Mitigation Plan

Whose business address is: 2580 Metrocenter Blvd, Ste #6, West Palm Beach, FL 33407

And (if applicable) its Federal Employer Identification Number (FEIN) is: 91-1641772

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 States 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 of a jury verdict, non jury trial, or entry of a plea or guilty or nolo contendere.

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4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, 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 proposes or applies to propose 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: Wendy B. Anderson

By:

[Signature]
(Printed Name)

Florida Regional Manager
(Title)

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ACKNOWLEDGMENT

State of Florida

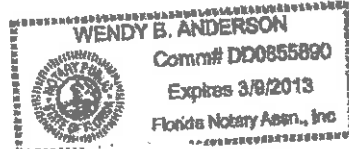
County of Palm Beach

On this 11th day of December, 2012, before me, the undersigned Notary Public
Of the State of Florida personally appeared Michael Nardone
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
SEAL OF OFFICE:

Wendy B. Anderson
NOTARY PUBLIC, STATE OF FLORIDA



(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.

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