



NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

"GENERAL PLANNING SERVICES"

CONTINUING PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 29th day of November, 2017 between the Town of Cutler Bay, hereinafter referred to as "the Town," and, Keith and Schnars, hereinafter referred to as Consultant;

RECITALS:

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

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

1. The specific nature of the services to be provided by Consultant are outlined in Exhibit "A" attached hereto and incorporated herein, and are further outlined in the text of Town's RFQ # 17-06.
2. For services performed in accordance with the provisions of paragraph one above and Section II below, the Town shall pay Consultant in accordance with the terms and conditions more fully set out in Sections V and VI.

SECTION I — TOWN OBLIGATIONS

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

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

SECTION II — PROFESSIONAL SERVICES

- (a) Consultant shall perform professional services for the benefit of the Town in connection with and as envisioned in the Town's RFQ # 17-06 General Planning Services. The consultant shall be issued Purchase Orders by the Town as the need for services arises, covering in detail the scope, time for completion and compensation for the work to be accomplished. In case of emergency, the Town reserves the right to issue oral authorization to the Consultant with the understanding that written confirmation shall follow immediately thereafter.

The Consultant shall submit a proposal upon the Project Manager's request prior to the issuance of a Notice to Proceed. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal. The Town shall confer with the Consultant before any Notice to Proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.

- (b) In connection with professional services to be rendered pursuant to this Agreement, the Consultant further agrees to:
1. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable Notice to Proceed.
 2. Comply with any Federal, State and local government laws, ordinances, processes, standards, rules, orders, etc. applicable to the work.
 3. Cooperate fully with the Town in the scheduling and coordination of all tasks and phases of the work.
 4. Prepare necessary documents, as required or requested, for all applicable agencies including regulatory requirements and permits.
 5. Report the status of the work to the Town upon request and hold pertinent data, calculations, field notes, records, sketches, procedures, proposals, records, and other work products open to inspection of the Town.
 6. Submit for Town review computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Notice to Proceed. Submit for Town approval the final work products upon incorporation of any modifications requested by the Town during any previous review.
 7. Be available at all reasonable times for general consultation and advice through the effective term of this Agreement.
 8. Confer with the Town at any time during the further development and implementation of improvements for which the Consultant has provided professional services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The Consultant shall not be compensated for the correction of errors and omissions to the extent that those errors and omissions are the responsibility of the Consultant.
 9. Perform all services in a competent and skilled manner.

SECTION III — SCHEDULE OF WORK AND TIME FOR COMPLETION

- (a) The Town shall have the sole right to determine assignment of work and on which units or sections of the work the Consultant shall proceed and in what order. Written Purchase Orders issued by the Town shall cover in detail the scope, time for completion and intent of requested services and shall serve to authorize the assignment of work outlined in Exhibit "A" or referenced in paragraph 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 "B" the negotiated schedule of rates, a copy of which is attached hereto, or as otherwise set forth in the Purchase Order for the specific work.
- (b) Reimbursement for the reasonable and necessary expenses of the Consultant for postage, copying, long distance telephone calls, document reproduction, and authorized travel may be provided in accordance with the Purchase Order.

SECTION VI — PAYMENTS

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

SECTION VII — SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the Town. When applicable and upon receipt of such consent in writing, the Consultant shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Any sub-consultant shall be subject to all terms and conditions of this Agreement. All insurance certificates pertaining to such subconsultants shall be provided to the Town upon issuance of a Purchase Order or NTP.

SECTION VIII — EXTRA WORK

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

SECTION IX — APPROVAL

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

SECTION X — RIGHT OF DECISIONS

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

SECTION XI — OWNERSHIP OF DOCUMENTS

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

SECTION XII — REUSE OF DOCUMENTS

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

SECTION XIII — NOTICES

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

SECTION XIV — AUDIT RIGHTS, RETENTION OF RECORDS

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

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

SECTION XV — PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that no companies or persons, other than bona fide employees working solely for the Consultant have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The Consultant also warrants that no Town personnel, whether full-time or part-time employees, or officers, has or shall be retained or employed in any capacity, by the Consultant or the Town authorized subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the Town shall have the right to annul this Agreement without liability.

SECTION XVI — TERMINATION OF THIS AGREEMENT

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

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

- (c) Upon receipt of termination action under paragraphs (a) or (b) above, the Consultant shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the Town all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- (d) Prior to termination, the Town may take over the work and may award another party an Agreement to complete the work described in this Agreement.

(e) If, after termination for failure of the Consultant to fulfill contractual obligations, under paragraph (a) above, it is determined that the Consultant had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Town. In such event, adjustment of the contracted price shall be made as provided in paragraph (b) above.

(f) The parties may also terminate this Agreement by mutual written agreement.

SECTION XVII — DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from execution as stated in RFQ #17-06, Section 4.1, and for an uncertain term thereafter as a continuing contract, subject to termination under Section XVI.

SECTION XVIII — PUBLIC RECORDS LAW

- a. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- b. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. 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. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- f. 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.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Debra E. Eastman, MMC

Mailing address: 10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

Telephone number: (305) 234-4262

Email: deastman@cutlerbay-fl.gov

SECTION XIX — ENERGY POLICY AND CONSERVATION ACT

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

SECTION XX — TRUTH-IN-NEGOTIATION

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

SECTION XXI — DRUG FREE WORK PLACE

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

SECTION XXII — SPECIAL PROVISIONS

- (a) The Consultant agrees to comply with Title VI of the Civil Right Act of 1964, the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours Standard Act, the Health and Safety Standards Act, Section 109 of the Housing and Community Development Act of 1974, Section 3 compliance in the Provision of Training, Employment and Business Opportunities, and the Consultant further agrees not to maintain or provide for its employees any facilities that are segregated on a basis of race, color, creed, national origin, handicap, religion, ancestry, sex or age.
- (b) No officer or employee of the Town or its designees or agents, no member of the governing body, and no other public official of the Town who exercises any function or responsibility with respect to this contract, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds. Consultant shall cause to be

incorporated in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (c) The Consultant shall perform the work herein above set out as an independent contractor free from direct control or supervision by the Town as to the means and methods of performing the work and all persons engaged in the performance of the work shall be solely the servants or employees of the Consultant or its subcontractors, as the case may be.
- (d) The Consultant agrees to comply with Executive Order 11246, which prohibits discrimination in employment regarding race, color, creed, national origin, handicap, religion, ancestry, sex, or age. An excerpt of such Executive Order being attached hereto and made a part hereto by reference. The Consultant further agrees to comply with the filing of any and all information and reports required by the Executive Order and by the rules, regulations, and orders of the Secretary of Labor.

SECTION XXIII— INSURANCE AND INDEMNIFICATION

- (a) Consultant shall indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Agreement.
- (b) The Consultant shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained. Consultant must have and provide to Town a Certificate of Insurance showing the Town of Cutler Bay as additional insured. The Consultant shall maintain during the term of this Agreement the following insurance coverage for services to be performed for Town Departments:

Workmen's Compensation Insurance — as required by law.

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

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

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

Bodily Injury: \$1,000,000;

Property Damage: \$1,000,000 each occurrence.

Comprehensive Automobile Liability Insurance — This coverage must be written on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$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 Town Clerk's Office: 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.

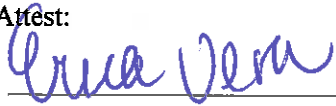
IN WITNESS WHEREOF the parties hereto have executed these presents this ____ day of _____, 2017.


Keith and Schnars
6500 North Andrews Avenue
Fort Lauderdale, Florida 33309

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

By: 
Signed
Bruce Reed, RLA, VP of Landscape Architecture, Planning &
Name/Title Environmental

By: 
Rafael G. Casals
Town Manager


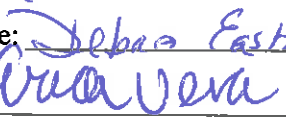
Attest:



Attest:

Debra E. Eastman, MMC
Town Clerk

or

Approved as to form and legal sufficiency:

Witnessed:

By: 
Name: Debra Eastman
By: 
Name: Erica Vera


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

Town Resolution No. 17-101

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

“GENERAL PLANNING SERVICES”

CONTINUING PROFESSIONAL SERVICES

EXHIBIT "A"

SCOPE OF SERVICES

The Consultants can expect to provide services encompassed by various disciplines, including, but not limited to the tasks identified below:

General Planning Services

Site Plan preparation or review; Growth Management Plan (Future Land Use Map) amendments and/or revisions; Land Development Regulations updates; drafting of zoning ordinances and resolutions; sustainability analysis; green master planning; annexation studies; neighborhood planning; and housing needs assessments.

Concurrency Review

Review the Town's existing comprehensive plan requirements and land development codes for adequate public facilities and services in conjunction with the recent legislative changes under Chapter 163.3180 F.S., and recommend adjustments or modifications. In addition, the report will analyze the potential costs and/or benefits to the Town of adopting adjusted levels-of-service standards for transportation, including Miami-Dade County policies that affect the Town's road network. The analysis and recommendations shall consider the cost and administrative impacts of specific concurrency requirements enumerated under Chapter 163.3180, Florida Statutes. The report will also recommend options for a Concurrency Management System. The Consultant will develop the option selected by the Town for implementation.

Land Use and Zoning Analysis

Prepare and/or review land use and zoning analysis to ensure that the Town's Growth Management Plan and Land Development Regulations (LDRs) are kept current with new growth and developments within the Town. Review development proposals to verify compatibility with the Town's concurrency thresholds and requirements set in the Growth Management Plan and adopted LDRs.

Traffic and Transportation Studies

Field data collection and analysis for the preparation of traffic studies including, but not limited to: Intersection and roadway capacity analysis; signal warrant studies; signal timing analysis and design; traffic circulation studies; traffic calming studies; trip generation; forecasting and assignment; as well as pavement markings and signing. All traffic studies prepared or reviewed by the Selected “Consultant(s)” must be signed and sealed by a Professional Engineer registered in the State of Florida.

Environmental Studies (Brownfield Redevelopment)

Provide planning services that incorporates flood protection, coastal and fluvial processes, structural and non-structural shoreline management practices, including green infrastructure and environmental impact analysis. Field data collection, site investigations, environmental assessments and design as needed to prepare remediation plans for underground storage tanks, hazardous waste materials, asbestos removal, wetland mitigations, endangered species evaluations and permit applications. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida

Plans and Permit Review (Including Inspections Services)

Review plans and permits for consistency with applicable building and zoning codes, fire codes and Americans with Disabilities Act requirements. Selected "Consultant(s)" personnel would work under the supervision of the Community Development Director and Building Official of the Town. The "Consultant(s)" will make recommendation(s) of approval to the Town Community Development Director and Building Official charged with issuing permits.

Natural and Cultural Resources Assessments

Natural infrastructure is the interconnected network of natural and undeveloped areas needed to maintain and support ecosystems. Identification of damage to natural infrastructure (also known as green or sustainable infrastructure) as a result of natural or man-made events. Identification of approaches applicable to the Town to preserve, conserve, rehabilitate or restore the area's cultural and natural resources. Development of a comprehensive plan and strategies to restore public recreational resources.

Water Resources Planning

Preparation of studies and/or plans to address local land use policies, local land use priorities, and water supply and quality priorities as it relates to water conservation. Evaluate the Town's adopted water conservation measures. Storm and floodwater management studies to protect receiving waters and the environment.

Public Outreach Services

Prepare communication strategies and/or protocols to engage Town residents and interested stakeholders in the planning process. Assist the Town staff coordinate events, project meetings and formal presentations for specific project or community functions sponsored by the Town of Cutler Bay.

Landscape Plan Review

Preparation and review of landscape plans, including tree selection, tree identification, growth characteristics and requirements (water, soil, nutrition), installation and establishment, as well as pruning and maintenance. Landscape, tree, and irrigation inspection for new development projects.

If necessary, the Town reserves the right to expand the list of requested services in order to meet specific project requirements and/or technical expertise.

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"GENERAL PLANNING SERVICES"

CONTINUING PROFESSIONAL SERVICES

EXHIBIT "B"

SCHEDULE OF RATES

As set forth on pages 1 to 1 attached hereto and incorporated herein,
and initialed by Town Manager.



EXHIBIT ~~A~~ B

Hourly Rate Schedule (Effective January 1, 2017)

Code	Job Classification	Billing Rate
72	Administrative Assistant	\$65.00
73	Associate 1	\$95.00
74	Associate 2	\$110.00
75	Senior Associate	\$135.00
76	Project Manager	\$150.00
77	Senior Project Manager	\$175.00
78	Director	\$190.00
79	Principal	\$225.00
42	2 Person Survey Crew	\$125.00
43	3 Person Survey Crew	\$160.00
44	Laser Scan/Specialty Survey Crew	\$250.00
45	CADD Technician	\$85.00
50	Expert Witness	TBD

RESOLUTION NO. 17-101

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE QUALIFICATIONS OF THE FIRMS TO PROVIDE GENERAL PLANNING AND DEVELOPMENT REVIEW SERVICES TO THE TOWN; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SUCH QUALIFYING FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay, (the "Town") Community Development Department ("Department") is responsible for the implementation of planning studies such as the Growth Management Plan and Land Development Regulations to ensure the orderly development of the Town; and

WHEREAS, the Department desires to contract with the most qualified consultants to provide general planning and development review services ("Services"); and

WHEREAS, a Request For Qualifications No. 17-06 ("RFQ") was prepared to identify the best available consultants to provide the Services; and

WHEREAS, the Town Council adopted Resolution No. 17-38 authorizing the issuance of the RFQ; and

WHEREAS, on July 12, 2017, it was advertised in the Daily Business Review; and

WHEREAS, on August 2, 2017, the Town held a mandatory pre-bid meeting that six (6) potential bidders attended; and

WHEREAS, on August 30, 2017, the Town received four (4) sealed proposals from interested bidders; and

WHEREAS, the Town's selection committee ("Committee") was formed to evaluate each of the proposals based on the scoring criteria identified in the RFQ; and

WHEREAS, the Committee has recommended selecting Keith and Schnars, P.A., The Corradino Group, Inc., and Calvin Giordano and Associates, Inc. ("Consultants") for the Services; 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. **Approval.** The Town Council hereby approves the Consultants for the Services.

Section 3. **Authorization.** The Town Manager is hereby authorized, on behalf of the Town, to negotiate a Professional Service Agreement (PSA) with the Consultants, in substantially the same form as attached in Exhibit "A," subject to the Town Attorney's approval as to form, content, and legal sufficiency.

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

PASSED AND ADOPTED this 15th day of November, 2017.



PEGGY R. BELL
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
COLE & BIERMAN, P.L
Town Attorney



Moved By: Council Member Coriat
Seconded By: Vice Mayor Loyzelle

FINAL VOTE AT ADOPTION:

Mayor Peggy R. Bell	YES
Vice Mayor Sue Ellen Loyzelle	YES
Council Member Mary Ann Mixon	YES
Council Member Michael P. Callahan	YES
Council Member Roger Coriat	YES



Exhibit "A"

Town of Cutler Bay REQUEST FOR QUALIFICATIONS RFQ # 17-06 "General Planning Services"

SECTION # 1

INTRODUCTION

The Town of Cutler Bay (the "Town"), a municipality located in Miami-Dade County, Florida, desires to receive professional qualifications for the selection of two (2) Planning Consulting firms (the "Consultants") to provide General Planning Services. Florida law requires the Town to make a determination of a respondent's qualifications to perform general planning services prior to engagement. The information used in this RFQ will be used by the Town to make this determination.

The Town reserves the right to award contracts to Consultants who will best serve the interests of the Town and whose responses are considered by the Town to be the most responsive and most responsible.

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

1.1 SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ & Cone of Silence Begins	7/12/2017	9:00 AM
2	<u>Mandatory Pre-RFQ-Response Meeting</u> 10720 Caribbean Blvd., Council Chambers Cutler Bay, Florida 33189	8/2/2017	10:00 AM
3	Deadline to Submit Questions	8/9/2017	1:00 PM
4	Deadline to Town Responses to Questions	8/17/2017	5:00 PM
5	Deadline to Submit RFQ-Response	8/30/2017	2:00 PM



6	Evaluation of Qualifications	8/31/2017 Thru 9/15/2017	8:30 AM Thru 2:00 PM
7	Selection of Short-List Finalists	9/15/2017	2:00 PM
8	Oral Presentation	9/28/2017	9:30 AM
9	Announcement of Selected Contractors/Cone of Silence Ends	10/20/2017	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 respondent must have successfully provided, within the past five (5) years, services similar to those described in Section 2.2 of this RFQ. The respondent must meet all legal, technical and professional requirements for providing the requested services. The respondent project manager and task leaders must be certified planners and member of the American Institute of Certified Planners (AICP).

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 required services described herein. The Town reserves the right to investigate 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 RFQ 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 respondent 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 LAW

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 **8/9/2017 (1:00 p.m.)**, as described in Section 1.1- Schedule of Events:



Town Clerk
 Attn: Cutler Bay Town Center – General Planning Services
 RFQ #17-06
 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, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline will not be considered.

1.9 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Pursuant to the Town Code and 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 Town Clerk within the earlier of: ten (10) 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, as amended. 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/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;

RFQ # 17-06

"General Planning Services"

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- (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 County Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

END OF SECTION



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 currently characterized by established and developing residential communities and commercial development along US-1 and Old Cutler Road.

The Town was incorporated as the 35th municipality in Miami-Dade County in 2005. Since incorporation the Town population has grown from 39,000 (2005) to an estimated 44,900 (Est. 2016) residents. This represents a growth rate of over 300 residents per year. This moderate growth rate is expected to continue for the next three to five years as new housing developments are completed and others enter the planning phase. Despite the anticipated population growth for the next several years, the Town’s buildable land inventory for both residential and commercial use is very limited. Presently, there are several small pockets of undeveloped land within the general vicinity of Old Cutler Road and Lakes by the Bay that can accommodate future residential (single-family units, townhomes and apartments) and mixed-use development.

Residential uses occupy approximately 38 percent (2,500+ acres) of the Town’s total land area (6,523.1 acres), far exceeding the acreage in any other use. There are four (4) residential neighborhoods in the Town. 1) neighborhood west of Old Cutler Road that includes Cutler Ridge, Whispering Pines, Bel-Aire, and Pine Tree Manor, developed in the 1950s and 1960s. 2) Saga Bay residential neighborhood located on the east side of Old Cutler Road, developed in the 1970s. 3) Lakes-by-the Bay residential neighborhood located east of Old Cutler Road and south of Saga Bay, development began in the 1980s. The last parcels are currently under construction or are approved future development. The Town anticipates that Lakes by the Bay will be fully developed within the next three (3) years. 4) Cutler Cay neighborhood is located north of Saga Bay, developed in the 2000s.

As indicated, the commercial uses are primarily located along the US-1 and Old Cutler Road corridors. Commercial uses occupy an estimated 265 acres (4.1%) of the Town land area, while office uses approximately 26.7 acres (.4%). Although commercial uses comprise a relatively small percentage of the Town’s total land area, their prominent location makes them key to the Town’s image and identity. The Southland Mall area located in the southeastern portion of the Town, south of the junction of US 1 and Florida Turnpike located on approximately 220-acre site is the only regional mall in south Miami-Dade County. This Mall serves the retail needs of both the South Dade and Monroe County residents.

The other uses such as institutional, transportation, communication, parks, preservation and conservation areas, and undeveloped lands make-up approximately 57.5% of the Town’s total land area.



The majority of the residential projects are either completed or in the construction phase. Once these residential projects are completed the Town will have over 500 new housing units in their property tax role with an estimated assessed value of \$80.1 million. These projects will generate an estimated \$137,000 in new property taxes for the Town. During the same period, the Town also approved several commercial mixed-use projects in addition to the Shoppes of Cutler Bay. These other commercial projects (restaurants, retail and commercial stores) are located along the US 1 corridor in one of the Town's Brownfield Areas (Perrine Brownfield Area). These projects are generating new jobs and are the basic foundation for future redevelopment along the US 1 corridor.

2.2 SCOPE OF WORK

2.2.1 Purpose

The purpose of this section of the RFQ is to highlight the professional services to be provided under the General Planning Consulting Service contract by the two (2) firms selected. The selected "Consultant(s)" will act as a technical resource for Town Staff. The selected "Consulting Team(s)" shall have the capability and experience to integrate basic planning practices (social, environmental and economic disciplines) to proactively engage residents and interested stakeholders in the Town's planning decision-making process. The proposed technical staff should be composed of experienced certified planners (AICPs) with multi-disciplinary backgrounds that includes, but is not limited to, land use planning, project implementation, land development regulations, comprehensive planning, environmental planning, transportation planning, and economic analysis. The services would be project specific (including cost recovery assignments) and will be assigned on a work-order basis.

The following provides a description of the professional services that selected "Consultant(s)" shall provide the Town of Cutler Bay under this contract.

1. General planning services
2. Concurrency Review
3. Land use and zoning analysis
4. Transportation studies
5. Environmental studies (Brownfield Redevelopment)
6. Plan and permit review (includes inspections services)
7. Natural and cultural resources assessments
8. Water resources planning
9. Public outreach support services
10. Review landscape plan

In addition, the "Consultant(s)" may be asked to assist the Town in project coordination meetings with other municipalities, regulatory agencies, developers, and local and state governments. Selected "Consultant(s)" must have readily available the technical capabilities and in-house resources to meet the requirements of this scope.



2.2.2 Scope of Work Professional Services

1. General Planning Services

Site Plan preparation or review; Growth Management Plan (Future Land Use Map) amendments and/or revisions; Land Development Regulations updates; drafting of zoning ordinances and resolutions; sustainability analysis; green master planning; annexation studies; neighborhood planning; and housing needs assessments.

2. Concurrency Review

Review the Town's existing comprehensive plan requirements and land development codes for adequate public facilities and services in conjunction with the recent legislative changes under Chapter 163.3180 F.S., and recommend adjustments or modifications. In addition, the report will analyze the potential costs and/or benefits to the Town of adopting adjusted levels-of-service standards for transportation, including Miami-Dade County policies that affect the Town's road network. The analysis and recommendations shall consider the cost and administrative impacts of specific concurrency requirements enumerated under Chapter 163.3180, Florida Statutes. The report will also recommend options for a Concurrency Management System. The Consultant will develop the option selected by the Town for implementation.

3. Land Use and Zoning Analysis

Prepare and/or review land use and zoning analysis to ensure that the Town's Growth Management Plan and Land Development Regulations (LDRs) are kept current with new growth and developments within the Town. Review development proposals to verify compatibility with the Town's concurrency thresholds and requirements set in the Growth Management Plan and adopted LDRs.

4. Traffic and Transportation Studies

Field data collection and analysis for the preparation of traffic studies including, but not limited to: Intersection and roadway capacity analysis; signal warrant studies; signal timing analysis and design; traffic circulation studies; traffic calming studies; trip generation; forecasting and assignment; as well as pavement markings and signing. All traffic studies prepared or reviewed by the Selected "Consultant(s)" must be signed and sealed by a Professional Engineer registered in the State of Florida.

5. Environmental Studies (Brownfield Redevelopment)

Provide planning services that incorporates flood protection, coastal and fluvial processes, structural and non-structural shoreline management practices, including green infrastructure and environmental impact analysis. Field data collection, site investigations, environmental assessments and design as needed to prepare remediation plans for underground storage tanks, hazardous waste materials, asbestos removal, wetland mitigations, endangered species evaluations and permit applications. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.



6. Plans and Permit Review (Including Inspections Services)

Review plans and permits for consistency with applicable building and zoning codes, fire codes and Americans with Disabilities Act requirements. Selected “Consultant(s)” personnel would work under the supervision of the Community Development Director and Building Official of the Town. The “Consultant(s)” will make recommendation(s) of approval to the Town Community Development Director and Building Official charged with issuing permits.

7. Natural and Cultural Resources Assessments

Natural infrastructure is the interconnected network of natural and undeveloped areas needed to maintain and support ecosystems. Identification of damage to natural infrastructure (also known as green or sustainable infrastructure) as a result of natural or man-made events. Identification of approaches applicable to the Town to preserve, conserve, rehabilitate or restore the area’s cultural and natural resources. Development of a comprehensive plan and strategies to restore public recreational resources.

8. Water Resources Planning

Preparation of studies and/or plans to address local land use policies, local land use priorities, and water supply and quality priorities as it relates to water conservation. Evaluate the Town’s adopted water conservation measures. Storm and floodwater management studies to protect receiving waters and the environment.

9. Public Outreach Services

Prepare communication strategies and/or protocols to engage Town residents and interested stakeholders in the planning process. Assist the Town staff coordinate events, project meetings and formal presentations for specific project or community functions sponsored by the Town of Cutler Bay.

10. Landscape Plan Review

Preparation and review of landscape plans, including tree selection, tree identification, growth characteristics and requirements (water, soil, nutrition), installation and establishment, as well as pruning and maintenance. Landscape, tree, and irrigation inspection for new development projects.

If necessary, the Town reserves the right to expand the list of requested services in order to meet specific project requirements and/or technical expertise.

END OF SECTION



SECTION # 3

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 #17-06, GENERAL PLANNING SERVICES. The outside of the sealed envelope shall also show the name of the respondent.

All responses must be received at the receptionist's desk in the Town Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **2:00 P.M., on 8/30/2017**, 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 **8/2/2017 at 10:00 AM**. 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.

3.1 RESPONSE / (QUALIFICATION PACKAGE) PREPARATION

Each respondent shall submit one (1) original, five (5) bound copies, and one (1) CD of each response. Each response shall be limited to twenty (20) pages (paper size 8.5"x11," printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the certificates, and Appendices A, B and C. The sections shall follow the order given on the next page. The twenty (20) page limit is for items 1 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 respondent's interest in providing the services to the Town and a statement on why the respondent should be selected for the award. The letter shall include the name of the respondent and those of the sub-consultants, explanation of the type of contractual agreement between them, if different from that of prime and sub-consultant. A representative who is authorized to contractually bind the respondent 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 key employees (Project Manager and Tasks Managers) who are with the firm and participating in the project.
5. **Up to four (4) one-page** resumes of the persons, including the proposed project manager, which will be assigned to the consulting team.



6. **Up to two (2) 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 respondent team includes sub-consultants, there must be at least one project listed for each sub-consultant. The respondent may select suitable projects, if the list exceeds two-page limit.
7. **Up to two (2) one-page**, narratives on specific projects completed on time and in budget within the past five (5) years.
8. **Up to four (4) one-page** descriptions of projects providing services similar to those identified in the scope of services over the last five (5) years. The emphasis shall be given to the projects in Florida AND the tasks performed by the persons identified in above in No. 5.
9. **Up to three (3) 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 (6) Pages** completed 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 respondent as well as supporting firms.

3.2 RESPONSE EVALUATION CRITERIA

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

1. Approach to Handling of Potential Projects & Timeliness

Indicate Firms understanding of the Town's needs and projects proposed.

(20 Points)

2. Qualification of Project Team

Credentials and accomplishments of the proposed team members. Urban Planning credentials and accomplishments of key members of the team.

(25 Points)

3. Previous Similar Projects & References

Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state and federal regulatory agencies procedures and requirements. Quality of the projects and accomplishments of the respondent(s) in providing similar services to entities comparable to the Town. Respondent's track record of on time and within budget project performance.

(25 Points)



4. Qualifications of Firm

To include years of municipal experience, ability, capacity and skill of firms(s) and personnel to perform, including timeliness, stability and availability and licenses.

(20 Points)

5. Submittal Package

Compliance with the response preparation and submission requirements.

(10 Points)

3.3 SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

A selection committee will review all submittals and develop a short-list for oral presentations. It is anticipated that the top three (5) respondents will be short-listed.

All respondents and their teams shall be present at the assigned time for a 20-minute presentation followed by up to a ten (10)-minute questions-and-answer session. The respondents are encouraged to be represented only by the Project Manager and key staff identified in the response. Additional details on the oral presentations may be provided to the short-listed respondents. The oral presentation will be worth twenty-five percent (25%) in the final scoring and the response will be worth (75%).

3.4 PROCESS OF SELECTION AND NEGOTIATION

The Town reserves the right to make multiple awards pursuant to this solicitation. After short-listing of respondents deemed qualified by the selection committee, oral presentations and re-ranking of the qualified respondents, it is anticipated the Council will authorize negotiations with the top two (2) respondents. After successful negotiation, the proposed agreement(s) shall be presented to the Town Council with a recommendation for award and execution. If contract negotiations fail with any Proposer, the Town may undertake negotiations with alternative respondents. Any award shall be subject to execution of an agreement in form and substance approved by the Town Attorney.

END OF SECTION



SECTION # 4

OTHER CONDITIONS

4.1 TERM OF ENGAGEMENT

The terms of this agreement will be for three (3) years, with the option for the Town to extend the agreement for an additional three (3) one-year terms. The Town may terminate the agreement with a thirty (30-days) notice without providing cause.

4.2 PERMITS, TAXES, LICENSES

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, State and Federal laws, rules, regulations and professional standards that apply to the agreement.

4.3 LAWS, ORDINANCES

The Consultant shall observe and comply with all Federal, State and local laws, ordinances, rules, regulations and professional standards that apply to the agreement.

4.4 INSURANCE

Prior to execution of an agreement with the Town, the 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 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. Compliance with these requirements will not relieve the Consultant of its liability and obligations under the agreement.

The 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 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 Consultant or by anyone directly employed by or contracting with the Consultant.

The 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 Consultant or by anyone directly or indirectly employed by the Consultant.



The 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.

END OF SECTION



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 submittal (response) is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Respondent warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and respondent has not, and will not pay a fee, the amount of which is contingent upon the Town of Cutler Bay awarding the contract. respondent warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, the contract in violation of any of the provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinances. Further, respondent 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 respondent, if the respondent is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____



APPENDIX B

NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____ being first duly sworn, deposes and says

that:

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

_____ the respondent 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 respondent 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 respondent 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 respondent 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

By: _____

(Printed Name)

(Title)

Appendix-B Page 1 of 2



ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 2017, before me, the undersigned

Notary Public of the State of Florida personally appeared

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

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

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



APPENDIX C

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

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

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

By _____

For _____

Whose business address is: _____

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

If the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____

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

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



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:

By:

(Printed Name)

(Title)

Appendix-C Page 2 of 3



ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 2017, before me, the undersigned Notary Public
Of the State of Florida personally appeared _____
and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge
that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as Commissioned.)

o Personally known to me; or
o Produced identification:

(Type of Identification Produced)

o Did take an oath. or
o Did not take an oath.