



ADDENDUM NO. 1

Issue Date: August 23, 2022
Project Name: General Planning Consultant Services for the Indian River County MPO
RFQ Number: 2022073
RFQ Opening Date: **September 8, 2022**

This addendum is being released to answer questions received. The information and documents contained in this addendum are hereby incorporated in the invitation to bid. **This addendum must be acknowledged where indicated on the Firm Information form, or the RFQ may be declared non-responsive.**

Questions and Answers

1. Is it allowed for the Prime consultant for include 2-page resumes and an organization chart even if it's not part of the submittal instructions outline? If so, which tab of the proposal should we place them in? **Yes, resumes can be included with the summaries or biographies of Consultant Staff.**
2. Who will be on the Evaluation Review Committee? **The evaluation committee members have not been selected yet.**
3. Who are the incumbents on this contract? **The current firms are Kimley-Horn, Benesch, and HDR.**
4. Are the subconsultants required to complete Appendix A thru E forms, or are these for Prime only? **These are for Prime only.**
5. Who will be the Project Manager on behalf of the County? **Brian Freeman, MPO Staff Director**
6. Can you please provide the total budget for this contract? **Task work orders will be assigned to the selected firm(s) for different projects. Each work order will include a budget for that specific project. Information on the MPO's upcoming projects is available in the Unified Planning Work Program, which is available on the MPO's website.**
7. If a firm is submitting as a Prime, can it also be on other teams as a subconsultant? **Yes.**
8. Is there an approved budget for the scope of work in the RFQ? **See response to question 6.**
9. Who is the incumbent firm or firms for this work? **See response to question 3.**
10. Can you provide a copy of the most recent contract for these services? **See attachments.**
11. Should submittals follow any formatting guidelines such as number of pages per section, font size, and resume format? **There are no formatting guidelines.**
12. Does a consultant have to be registered with Indian River County to submit a response to this RFQ? **No.**
13. Could you provide clarification regarding what you would like to see in the schedule/timeline section? **Please omit the following; "e. Provide a projected timeline/ schedule with the Consultant's methodology." From the "Information to be Submitted" section on page 7.**
14. Does the notary for the form have to be located in Florida? **No.**

Attachments

Sample Contract
Sample One-Year Extension

**AGREEMENT FOR HIGHWAY AND SYSTEMS GENERAL TRANSPORTATION
PLANNING CONSULTING SERVICES**

by and between

INDIAN RIVER COUNTY METROPOLITAN PLANNING ORGANIZATION

And

CONSULTANTS, INC.

THIS AGREEMENT FOR HIGHWAY AND SYSTEMS GENERAL TRANSPORTATION PLANNING CONSULTING SERVICES (“Agreement”) entered into this 17th day of October, 2018, by and between the Indian River County Metropolitan Planning Organization, hereinafter referred to as the "MPO," and CONSULTANTS, INC., hereinafter referred to as the "Consultant."

WITNESSETH THAT:

WHEREAS, the MPO has entered into an agreement with the State of Florida, Department of Transportation, hereinafter referred to as the "Department," providing for financial assistance for transportation planning purposes; and

WHEREAS, the MPO desires to engage the Consultant to render such assistance and advice necessary to complete the responsibilities of the MPO under the foregoing agreement.

NOW, THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

I. GENERAL IDENTIFICATION OF SERVICES

1. All professional services provided by the Consultant for the MPO shall be identified in Work Orders and performed in a timely, efficient, cost effective manner, and in accordance with the current professional standards of the applicable discipline. Work Orders shall include a description of services to be performed, a statement of fees, proposed schedule for compensation and a projected schedule for completion of the work to be performed by the Consultant.
2. Whenever the term “Work Order” is used herein, it is intended to mean that formal document that is dated; serially numbered; and executed by both the MPO and the Consultant by which the MPO accepts Consultant’s proposal for specific services and Consultant indicates a willingness to perform such specific services for the terms and under the conditions specified in this Agreement.
3. A Work Order shall not give rise to any contractual rights until it meets the foregoing requirements. Each written Notice to Proceed and specific Work Order, as approved by

the MPO, shall constitute an addendum to this Agreement. Nothing contained in any Work Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth therein.

II. RESPONSIBILITIES OF THE CONSULTANT

1. The Consultant shall abide by all agreements between the MPO and the Department. The executed Indian River County MPO/State of Florida Department of Transportation, Transportation Planning Funds Joint Participation Agreement (JPA) is hereby attached to this Agreement as Exhibit "A" and made part of this Agreement by reference.
2. The services rendered by the Consultant shall be commenced upon written notice from the MPO. The Consultant agrees to complete the Project within the time frame specified in the Work Order.
3. The Consultant shall not commence work under any Work Order until it receives a written Notice to Proceed from the MPO. A separate Notice to Proceed may, at the sole option of the MPO, be given for each phase of the services contained in any Work Order hereunder.
4. The Consultant shall submit copies of all proposed changes to the project scope of services for review and approval by the MPO staff before authorization of any contract change order. After said review and approval by the MPO, changes shall not be effective unless in writing and properly executed by the parties.
5. The Consultant, as a part of the consideration hereof, does hereby covenant and agree that: 1) in connection with the furnishing of services to the MPO hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by Consultant under this Agreement on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and 2) the Consultant shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, as such rules, regulations, or guidelines may be from time to time amended. .
6. The Consultant shall designate a representative to keep MPO staff informed as to all aspects of the project work. The name and address of consultant's designated representative is: Name – Mark Wilson, P.E. Address – 116 South Kentucky Ave., Lakeland, FL 33811.
7. The Consultant shall have all records and project work accessible for inspection and review by MPO staff at such time as is mutually agreeable to all parties.
8. The Consultant shall keep and maintain financial, invoice, and employment records pertaining to the contractual obligation between the MPO and the Consultant for pre-audit and post-audit purposes for a period of three (3) years following the completion of all project work, or until all claims and audit findings involving the records have been

received, whichever is later. The MPO, the Department, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcription.

9. The Consultant shall forward all documentation as it pertains to the project to the designated MPO Project Manager. Name: Phillip J Matson; Address: Indian River County MPO, 1801 27th Street, Vero Beach, FL 32960.
10. It is understood and agreed that all documents, including reports and other data prepared or obtained by the Consultant in connection with its services hereunder, shall be delivered to, and become the property of, the MPO prior to final payment to the Consultant.
11. In connection with professional services to be rendered pursuant to this Agreement, the Consultant further agrees to:
 - A. Maintain an adequate staff of qualified personnel.
 - B. Ensure that plans meet all current federal, state and local laws, rules, or ordinances applicable to the work.
 - C. Cooperate fully with the MPO in the scheduling and coordination of all phases of the work.
 - D. Cooperate and coordinate with other MPO consultants, as directed by the MPO.
 - E. Report the status of the work to the MPO upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the MPO or its authorized agent at any time.
 - F. Confer with the MPO during the further development and implementation of improvements for which the Consultant has provided design or other services.
 - G. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan revisions not involving a change in the scope of the work required, at no additional cost within thirty (30) calendar days of notice by the MPO, or upon a determination of the Consultant of the existence of such errors or omissions, whichever event shall first occur.
12. The Consultant shall, during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Consultant to render its services as described in this Agreement. The Consultant shall also require all sub-consultants to comply by contract with the provisions of this section

III. RESPONSIBILITIES OF THE MPO

1. The MPO shall provide the Consultant access to appropriate records, documents, and other materials necessary to complete the project.

2. The MPO Project Manager shall represent the MPO in all technical matters pertaining to the work and performance of this Agreement, and his responsibilities shall include:
 - A. Examination of all reports, surveys, and other documents presented by the Consultant and rendering, in writing, decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Consultant. For purposes of this agreement, reasonable period of time will mean four (4) weeks from receipt of applicable material.
 - B. Transmission of instructions, receipt of information, interpretation and definition of MPO policies and decisions with regard to the work covered by this Agreement.
 - C. Transmission of prompt written notice to the Consultant whenever the MPO observes or otherwise becomes aware of any defects or changes necessary in the project.

IV. TIME OF COMPLETION

1. The services to be rendered by the Consultant for each Work Order shall be completed within the time stated in the Work Order. The Consultant shall commence work within ten (10) days after receiving the Notice to Proceed, unless the Notice to Proceed indicates otherwise.
2. As additional consideration for this Agreement, the Consultant agrees that a reasonable extension of time shall be granted by and at the discretion of the MPO in the event there is a delay on the part of the MPO in fulfilling its part of the Agreement or should weather conditions, acts of God or hidden conditions delay performance of the Consultant's duties, and such. Extensions of time shall be the sole remedy of the Consultant for such delays, and the Consultant will not be entitled to any damages or any claim for extra compensation.

V. TERMINATION

1. This Agreement may be terminated: 1) by the MPO, for any reason, upon thirty (30) days' prior written notice to the Consultant; or 2) by the Consultant, for any reason following thirty (30) days' prior written notice to the MPO; or 3) by the mutual agreement of the parties; or 4) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.
2. In the event of termination by the MPO, the MPO's sole obligation to the Consultant shall be payment for those portions of satisfactorily completed performed work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of work performed by the Consultant, or the percentage of work complete as estimated by the Consultant and agreed upon by the MPO up to the time of termination. In

the event of such termination, the MPO may, without penalty or other obligation to the Consultant, elect to employ other persons to perform the same or similar services.

3. The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
4. In the event that the Consultant merges with another company, becomes a subsidiary or makes any other substantial change in structure or in the following principals or project manager _____, the MPO reserves the right to terminate this Agreement in accordance with its terms.
5. In the event of termination of this Agreement, the Consultant agrees to surrender any and all documents prepared by the Consultant for the MPO in connection with this Agreement, of which the MPO will shall have full ownership thereof. The Consultant shall retain copies of such documents for record purposes.
6. In the event that this Agreement is terminated by either party prior to the Consultant's satisfactory completion of all work as described in any individual Work Orders, the project will be deemed abandoned, and no compensation will be paid by the MPO to the Consultant for tasks or portions thereof not yet satisfactorily completed.
7. The MPO may unilaterally cancel this Agreement for refusal by the Consultant to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 Florida Statutes and made or received by the Consultant in conjunction with this Agreement.
8. The MPO may terminate this Agreement in whole or in part if the Consultant submits a false invoice to the MPO.

VI. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three (3) years after its date of execution, although actual completion of the services hereunder may extend beyond such term, unless this Agreement is terminated by mutual consent of the parties as otherwise provided herein. The performance of specially and properly authorized projects may extend beyond the Agreement's three-year effective term and shall be compensated in accordance with the terms of this Agreement. In addition, subject to the MPO's sole discretion, this Agreement may be extended by the MPO Staff Director or designee in for an additional one (1) year beyond the initial three (3) year period of the Agreement, if specifically delegated this authority by the MPO.

VII. AUDIT RIGHTS

The MPO reserves the right to audit the records of the Consultant related to this Agreement at any time during the execution of the work included herein and for a period of three years after final payment is made. Bills for fees or other compensation for services or expenses shall be submitted

to the MPO in detail sufficient for a proper pre-audit and post audit thereof.

VIII. CCNA WARRANTY AND TRUTH-IN-NEGOTIATION CERTIFICATE

1. The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant any fee, commission, percentage fee, gifts or any other consideration, contingent upon or resulting from the award of making of this Agreement. For breach of violation of this warranty, the MPO shall have the right to terminate this Agreement without liability.
2. Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. The wage rates and costs shall be adjusted to exclude any significant sums should the MPO determine that the wage rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants, if any such outside consultants are used with the prior written approval of the MPO. The MPO shall exercise its rights under this "Certificate" within one (1) year following final payment. The MPO has the authority and right to audit Consultant's records under this provision. The MPO does not hereby waive any other right it may have pursuant to Florida Statutes section 287.055, as it may be from time-to-time amended.

IX. ENTIRE AGREEMENT

This Agreement and its Attachments hereto embody the whole agreement of the parties, and there are no provisions, terms, conditions, or obligations other than those contained herein. This agreement shall supersede all previous communications, representations, or oral agreements between the parties, and no amendment hereto shall be effective unless reduced to writing and signed by the parties hereto.

X. INDEPENDENT CONTRACTOR

It is specifically understood and acknowledged by the parties hereto that the Consultant or employees or subcontractors of the Consultant are in no way to be considered employees of the MPO, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

XI. SUBCONTRACTING

Services assigned to sub-consultants must be approved in advance by the MPO. The sub-

consultants must be qualified by the MPO to perform all work assigned to them.

XII. COMPENSATION AND METHOD OF PAYMENT

1. The MPO shall pay to the Consultant a mutually agreed upon lump sum professional fee for each work order activity, to be paid in monthly installments as invoiced by the Consultant. Each monthly invoice will document the work performed. Upon submittal of an invoice documenting the completion of all or a portion of one or more of the Tasks listed in the Work Order, the MPO Project Manager will determine if the Tasks or portions thereof have been satisfactorily completed. Upon a determination of satisfactory completion, the MPO Project Manager will authorize payment to be made for the Task, Tasks, or portions thereof. All payments for services shall be made to the Consultant by the MPO in accordance with the Florida Prompt Payment Act (Florida Statutes §218.70 et seq.)
2. The MPO Project Manager shall have the sole right to reduce (or eliminate, in whole or in part) any portion of the services under any Work Order at any time and for any reason, upon written notice to the Consultant specifying the nature and extent of the reduction. In such event, the Consultant shall be fully compensated for the services already performed and also for the services remaining to be done and not reduced or eliminated.
3. The MPO Project Manager may, at any time and for any reason, direct the Consultant to suspend services (in whole or in part) under this Agreement. Such direction shall be in writing, and shall specify the period during which services shall be stopped. The Consultant shall resume its Services upon the date specified, or upon such other date as the MPO Project Manager may thereafter specify in writing. Where the MPO has suspended the services under this Agreement for a period in excess of six (6) months, the compensation of Consultant for such suspended services may be subject to modification. The period during which the services are stopped by the MPO shall be added to the time of performance of this Agreement; provided, however, that any stoppage of services not approved or caused by the actions or inactions of the MPO shall not give rise to any claim against the MPO by the Consultant.
4. The MPO, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, the MPO's performance and obligation to pay under this Agreement is contingent upon any annual appropriation by the Federal Highway Administration, the Federal Transit Administration, the State of Florida, and the Indian River County Board of County Commissioners.

XIII. INSURANCE AND INDEMNIFICATION

1. The Consultant shall not commence work on this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the MPO's representative.

2. The Consultant shall indemnify and hold harmless the MPO, 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 intentionally wrongful conduct of the consultant and other persons employed or utilized by the consultant in the performance of this Agreement.
3. The Consultant shall maintain during the term of this Agreement the following insurance:
 - A. Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles with minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage.
 - B. Commercial General Liability Insurance for premises/operations, products/completed operations, contractual liability, and independent contractors with minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage.
 - C. Worker's Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereinafter amended. The policy must include Employers Liability with a limit of \$100,000 for each accident, \$500,000 for disease (policy limit), and \$100,000 for disease (employee limit).
4. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All such insurers must have an A.M. Best rating of no less than A -VII.
5. The Consultant shall furnish certificates of insurance to the MPO 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 MPO.
6. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this section or under any other portion of this Agreement.

XIV. PROHIBITED INTERESTS

No member, officer, or employee of the MPO or of the member governments during his/her tenure or for two years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. This requirement also applies to any subcontract entered into by the Consultant concerning this project.

XV. MISCELLANEOUS PROVISIONS

1. The terms of this Agreement may be modified upon the mutual agreement of the Consultant

and the MPO as confirmed in writing.

2. It is mutually agreed between the MPO and Consultant that this Agreement, including all attachments to it, constitutes an agreement, made in Florida, and that it shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.
3. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.
4. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS OF THE FOREGOING, the parties have read this Agreement and attachments to it and have affixed their signatures, effective on the date first appearing above.

ATTEST:

**INDIAN RIVER COUNTY
METROPOLITAN PLANNING
ORGANIZATION**

BY: _____

BY: _____

ATTEST:

CONSULTANTS, INC.

BY: _____

BY: _____

NAME: _____

NAME: _____

ITS: (title) _____

Approved as to Form and
Legal Sufficiency

William K. DeBraul
Assistant County Attorney

**RENEWAL OF HIGHWAY AND SYSTEMS GENERAL
TRANSPORTATION PLANNING CONSULTING SERVICES
AGREEMENT**

between

**INDIAN RIVER COUNTY METROPOLITAN PLANNING
ORGANIZATION
and
CONSULTANTS, INC.**

THIS RENEWAL OF AGREEMENT, entered into this 27th day of October, 2021, by and between INDIAN RIVER COUNTY METROPOLITAN PLANNING ORGANIZATION, hereinafter referred to as the “MPO”, and CONSULTANTS, INC., hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, the MPO and CONSULTANT entered into an Agreement for Highway and Systems General Transportation Planning Consulting Services (Agreement) dated October 17, 2018; and

WHEREAS, that Agreement is scheduled to expire on October 17, 2021; and

WHEREAS, the parties had agreed that the Agreement may be extended for one additional year at the discretion of the MPO; and

WHEREAS, the MPO desires to continue to utilize the services provided by CONSULTANT for an additional one-year period; and

WHEREAS, the parties desire to amend Section II. RESPONSIBILITIES OF THE CONSULTANT to include e-Verify requirements; and

WHEREAS, the parties desire to amend Section V. TERMINATION to include Scrutinized Companies that Boycott of Israel prohibition.

NOW, THEREFORE, the parties herein, in consideration of their mutual covenants, agree as follows:

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

2. The Agreement dated October 17, 2018 is amended as follows:

Section II. RESPONSIBILITIES OF THE CONSULTANT – add the following item:

13. CONSULTANT is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. CONSULTANT is also responsible for obtaining proof of E-Verify registration and compliance for all subconsultants.

Section V. TERMINATION – add the following item:

9. CONSULTANT certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONSULTANT certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. MPO may terminate this Contract if CONSULTANT is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. MPO may terminate this Contract if CONSULTANT, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

3. The Agreement dated October 17, 2018, is hereby renewed for an additional one year, and now shall expire on October 17, 2022. All of the other terms and conditions contained therein shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed these presents this 27th day of October, 2021.

ATTEST: _____

**INDIAN RIVER COUNTY
METROPOLITAN PLANNING
ORGANIZATION**

BY: _____

BY: _____

Joseph E. Flescher, Chairman

ATTEST:

CONSULTANTS, INC.

BY: _____

BY: _____

NAME: _____

NAME: _____

ITS: (title) _____

Approved as to Form and
Legal Sufficiency

William K. DeBraul
Deputy County Attorney