

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

REQUEST FOR QUALIFICATIONS/PROPOSAL

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

DESIGN PLANS FOR THALATTA PARK PIER AND SHORELINE STABILIZATION

RFQ/P NO.:

1718-12-003

DUE DATE:

Thursday, December 28th 2017 at 3:00pm (Municipal Bldg.) 9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

ISSUED:

Wednesday, November 29th 2017

PROJECT NO: DA-PB-16-197

CONTACT PERSONS:

Fanny Carmona
Director of Parks and Recreation
FCarmona@palmettobay-fl.gov

Litsy C. Pittser
Procurement Specialist
Village Manager's Office
Procurement Division
LPittser@palmettobay-fl.gov

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SECTION 1.0

ADVERTISEMENT

VILLAGE OF PALMETTO BAY REQUEST FOR QUALIFICATION/PROPOSAL FOR

Design Plans for Thalatta Park Pier and Shoreline Stabilization

RFQ/P # 1718-12-003

The Village of Palmetto Bay (the "Village") a municipality located in Miami-Dade County, Florida, is accepting sealed Responses from qualified firms or teams of firms (the Consultants) for Professional Services ("Services") for the Village. The services shall include but not limited to: **The Design of a Pier on Biscayne Bay at Thalatta Estate Park**. Sealed proposals must be received by the Village Clerk at Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00pm on or before Thursday, December 28th, 2017, (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud.

To be considered, all interested parties must obtain the bid document(s) by going to our website www.palmettobay-fl.gov under Bids & RFQ/P's and download the .pdf file (s). The proposer needs to submit an original, two (2) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Design Plans for Thalatta Park Pier and Shoreline Stabilization RFQ/P No. 1718-12-003."** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. Solicitation documents may be obtained on or after Wednesday, November 29th, 2017 at 9:00 am. If you have trouble down loading the .pdf bid document, please contact the Procurement Specialist at LPittser@palmettobay-fl.gov.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

END OF SECTION

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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SECTION 2.0 GENERAL INFORMATION

2.01 Purpose

The Village of Palmetto Bay (the Village), a municipality located in Miami-Dade County, Florida, wants to engage qualified firms or teams of firms (the Consultants) to obtain Professional Consulting and Design Services. The Village of Palmetto Bay has received a grant from the “Florida Inland Navigation District” to perform the following:

Designing and Engineering of Shoreline Stabilization and Pier, Preparation, Application and Securing Permits and Building Permit Costs.

The Village intends to execute an agreement with the selected Consultants to provide those services stated above.

2.02 Eligibility – Minimum Requirements

- The selected firms, and sub-consultants, shall be registered in the State of Florida to perform the professional services requested in this RFQ/P. The firm shall have State of Florida registered professionals license for specified fields. (i.e. Professional Engineer, etc.);
- The selected firms shall have been in business and have a minimum of five (5) years’ experience in providing the professional services contemplated under this RFQ/P.
- Contract manager shall be licensed in the State of Florida to provide at least one of the services categories/disciplines listed: have a minimum 10 years’ experience with municipal professional service contracts.
- Project Manager must be licensed in the State of Florida as a Professional Engineer and have a minimum of seven (7) years’ experience in the applicable professional service category/discipline and have served as project manager on similar projects on a minimum of three (3) previous occasions.

In addition to other requirements stated in this document, to be eligible to respond to this RFQ/P, the consultant responding to the solicitation must have successfully provided services similar to those listed under Section 4.01 of this RFQ/P. The Consultant shall meet all legal, technical and professional requirements for providing the requested services.

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2.03 Schedule of Events

Estimated Schedule

The Village anticipates that RFQ/P activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

Request for Proposals Legal Advertisement	November 29 th , 2017
Last Date for Submittal of Written Questions Prior to Proposal Due Date	December 21st, 2017 3:30pm
Proposals Due Attn: Missy Arocha, Village Clerk Municipal Hall 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	December 28 th , 2017 3:00pm or earlier

The Village reserves the right to change the timeline. Dates are Subject to Change.

2.04 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Contractor, lobbyist, or Contractor and the Procurement Specialist named herein

Contractor solicitation is exempt from the Contractor Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

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2.05 Right of Rejection

The Village intends to award a contract to the consultant that demonstrates the highest level of expertise and capabilities to provide the requested services. The Village reserves the right to reject any and all proposals or to re-issue the RFQ/P when such action shall be considered in the best interest of the Village.

The Village reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or submission requirements, should the Village determine in sole and absolute discretion that such changes are necessary.

2.06 Post Bid Information

- (a) Protest Procedures: With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFQ/P, RFQ/P, ITB or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing in compliance with the provisions of and time periods contemplated in the Village's protest procedures under Chapter 2, of the Village's Code of Ordinances. The notice of decision to award a solicitation will be posted on the Village of Palmetto Bay's website as part of the agenda for the Village Council meeting or upon the issuance of the Village Manager's recommendation at least five (5) days prior to the award. Any person who is adversely affected by the Village's decision shall file with the Village a notice of intent to protest in compliance with Chapter 2 of the Village's Code of Ordinances. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of any claim or protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- (b) Cancellation: Failure on the part of the consultant to comply with the conditions, specifications, requirements, and terms as determined by the Village, shall be just cause for cancellation of the Award or a determination of non-responsiveness under 2-17(k).
- (c) Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the Village Department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department of the Village Manager with the advice of the Village Attorney shall resolve the dispute and send a written copy of its decision to the consultant, which shall be binding on both parties.

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2.07 Questions

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

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
Village Manager's Office, Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: Lpittser@palmettobay-fl.gov

Questions regarding this RFQ/P must be submitted no later than 3:30 p.m. EST on December 21st, 2017. All responses to questions will be shared with the other Consultants registered as interested in the project.

2.08 Addenda

If the Village finds it necessary to add to, or amend this document prior to the proposal submittal deadline, the Village will issue written addenda/addendum and distribute it to all persons attending the Meeting. Each respondent must acknowledge receipt of each addendum by signing the acknowledgement and providing it with their Response.

2.09 Development/Presentation Costs

The Village shall not be liable for any costs, fees, or expenses incurred by any respondent in preparing and responding to this RFQ/P, subsequent inquiries or presentations relating to its response. All presentations shall become property of the Village.

2.10 Certification

The signer of the Response (to this RFQ/P) must declare by signing the required forms that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

2.11 Public Records

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

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2.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Consultant is selected.

2.13 Performance Evaluation

At the end of the contract, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

2.14 Contracting with Village Employees or Board Members

Any Village employee, Board member or member of his or her immediate family seeking to Contract with the Village shall seek a conflict of interest opinion from the Village Manager or his designated representative prior to submittal of a response or application of any type to Contract with the Village. The affected employee or Board member shall disclose his or her assigned function within the Village and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with Village employees or board members, and provides as follows:

(12) EXEMPTION.--The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be affected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;
2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political

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subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

2.15 Non-Discrimination

The Village of Palmetto Bay does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

2.21 Term of Agreement

An Agreement will be drawn for the Consultant to have prepared all the items listed in section 4.0 Scope of Services to be finished no later than July 2018.

2.22 Permits, Taxes, Licenses

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

2.23 Laws, Ordinances

The Consultant shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract.

2.24 Insurance

Prior to execution of an agreement with the Village, the successful Consultant shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Consultant has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Village's representative. Compliance with the foregoing requirements shall not relieve the successful Consultant of its liability and obligations under the agreement. Under "F.S. 337.106".

The successful Consultant shall maintain during the term of the agreement, standard Professional Liability insurance (Errors and Omissions) in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

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The successful Consultant shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Village from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Consultant or by anyone directly employed by or contracting with the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the successful Consultant or by anyone directly or indirectly employed by the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

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

2.25 Licenses and Permits

The Professional Consultant will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all Federal, State, Miami-Dade County and the Village of Palmetto Bay ordinances, orders, codes, laws, rules, regulation, directives and guidelines. All licenses will need to be active during the duration of this Agreement.

2.26 Default/Failure to Perform

The Village of Palmetto Bay shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Professional Consultant to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Consultant to meet any terms of this Request for Proposal submittal, related agreement, and work authorization(s) The Village of Palmetto Bay will notify the Consultant three (3) days (Fridays, Saturday, Sundays and National Holidays excluded) to remedy the default. Failure of the Consultant's part to correct the default within the required three (3) days shall result in the contract being terminated and upon The Village of Palmetto Bay notifying in writing the Professional Consultant of its intentions and the effective date of the termination. The following shall constitute a default:

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- Failure to perform the work required under the contract and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the contract.
- Failure to begin work under this contract within the specified time.
- Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Professional Consultant incapable of performing the work in accordance with and as required by the contract.
- Failure to comply with any of the terms and conditions set forth on the contract.
- Failure to pay sub-consultants or others pursuant to work done under this contract.

In the event of default of the contract, the successful Professional Consultant shall pay the entire Village's attorney fees and court costs incurred in collecting any damages. The successful Professional Consultant shall pay the Village of Palmetto Bay for any and all the costs incurred in ensuring the completion of the project, subject however to the terms and conditions herein. The extent of a conflict with this provision and the contract the Consultant enters into the terms and conditions of the contract shall control.

2.27 Instructions – Awarded Professional Consultant:

Invoices shall be submitted to the Park and Recreation office: 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. A 10% retainage fee will be held by the Village until the project has been fully completed with Phase (1) which would indicate plans ready for Construction Phase (2).

2.28 Indemnification:

Regardless of the coverage provided by any insurance, the successful bidder/proposer shall indemnify, save harmless and defend The Village of Palmetto Bay, its agents, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder/proposer, its sub-consultants, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

2.29 Records and Audits:

The Professional Consultant shall maintain, during the term of the contract, all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards (GAAP). The professional Consultant shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years.

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2.30 Ownership of Work Products:

All work products, including all electronic and non-electronic plans, notes, drawings, studies, calculations, sketches and other documents produced on behalf of the Village of Palmetto Bay by any individual or firm, are the property of the Village of Palmetto Bay and shall be provided to the “Village” prior to final payment.

All documents, reports, drawings, information (verbal or written) and other data (collectively “Proprietary Information”) furnished to the Professional by the “Village” shall remain the sole property of the “Village” and shall not be sold, licensed, transferred, disclosed or otherwise made available to any person or firm with the written consent of the Village of Palmetto Bay.

END OF SECTION

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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SECTION 3.0 INSTRUCTIONS TO BIDDERS

3.01 Introduction

The purpose of this Request for Qualification/Proposal (RFQ/P) is to design and engineer a viewing pier in Biscayne Bay at the Thalatta Estate Park and stabilize the shoreline. The Thalatta Estate Park is known to hold wedding events year round and the design of the viewing pier should capture the essence of elegance that would blend in for those wedding events. For example: should contain a Gazebo at the end of the pier.

Consultants shall need to provide a rendering with their plans for approval.

3.02 Instructions for Submitting:

Firms shall submit one (1) original, two (2) copies and (1) electronic copy, cd or flash drive of their complete submittal. The entire submittal and all its copies will need to be marked on the outside of the envelope, box for example:

Attn: Missy Arocha, Village Clerk
RFQ/P # 1718-12-003
Design Plans for Thalatta Park Pier and Shoreline Stabilization
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

(Submittals need to be in our possession no later than 12/28/2017 on or before 3:00pm EST)

END OF SECTION

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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SECTION 4.0 SCOPES OF SERVICES

4.01 Scope of Services

The scope of work will be addressed in Five (5) Phases

Phase 1 – Due Diligence Phase

The Consultant will compile all the data needed and review existing documents such as as-built drawings, property records, permit history in order to determine the site conditions. The Village will facilitate any documents needed by the Consultant to perform their research.

The Consultant shall provide field services and document review for the purpose of gathering sufficient data for the design and permitting of the pier. It is important to provide the location of the existing boat launch relative to the property line, elevations of the existing boat launch, seawall cap, location of existing vegetation, the water's edge and depth of water at the wall, and bathymetric survey of the project area, within 50 feet of the proposed pier. The Survey shall also provide topographic data and elevations for the upland areas for the improvements in those areas.

A geotechnical research shall be included in order to obtain soil data needed for the pile installation of the pier. It shall include at least (1) standard penetration test boring to a depth of 30 feet for the pier area and at least (1) augur test boring to a depth of 10 feet in the area of the pathway extension. An engineering report will be provided and will include the results of the testing and recommendations for boat launch and pile design as well as for foundation/slab design for the picnic shelters.

A biological study shall be made to determine the biological impacts involving the construction on the environment. These studies will include an uplands review of the vegetation along the bank as well as a benthic study in the water to determine the presence of seagrasses and other potential aquatic life, such as corals and sponges, which are protected by State and Federal Statutes. The results will be published in a report which shall be included in the application package to the jurisdictional agencies during the permitting phase.

At the conclusion of the field work and document review, a concept drawing will be developed outlining the basic design concepts and shall be submitted to the Village for review, comment and approval. The concept design will serve as the basis for the permit sketches and the construction drawings that are developed in the following tasks.

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Phase 2 – Environmental Permitting Phase

The Consultant shall prepare and process permit applications, plans and any associated documentation in accordance with all permitting agency requirements, including but not limited to, electronic permitting when applicable. These shall include but not limited to the following agencies:

- USACOE Permit – It is assumed that specific endangered or listed species surveys will be required which will be performed during the “Due Diligence Phase”. These shall be addressed during the permitting process. However, mitigation coordination, if required, is not included with this RFQ/P and would be addressed immediately to the Village.
- Miami-Dade County Dept. of Environmental Resource (DERM) License
- Village of Palmetto Bay Building Department
- Village of Palmetto Bay Building Department (Engineering Division)

The Consultant shall respond to as many as two (2) rounds of reasonable requests for additional information from each of the above referenced agencies regarding the application submittal packages. These services shall include pre-application meetings with some of the agencies, coordination with agencies having multiple jurisdictions and coordination with FIND to insure the Consultant keeps within the requirements of the Grant.

The permitting fees will not be included with this RFQ/P, but the Consultant will need to compile the application packages, along with the check and submit them to the agencies when appropriate.

Phase 3 – Design and Plan Production Phase

Once the concept plans have been approved by the Village and the permit sketches submitted and reviewed in its totality to insure that no significant changes will occur, the construction document plan production will commence. The Consultant shall provide phase development plans at the preliminary (permit sketches), final and construction phases to the Village for review. The Consultant will meet with Village staff after each submittal to review and discuss comments by the Village. The purposes of the meetings are to review the comments, discuss revisions and potential recommendations associated with this project. Specifications shall be provided with the final phase and construction phase submittals. The preliminary set of plans shall be used for environmental permitting and whatever required number of plan sets for those submittals shall also be included with the Consultant’s services.

An Engineer’s Estimate of Probable Cost (EPC) shall be developed for the purpose of establishing the budget for the projects using local, recent unit of costs for similar work. In addition, a proposed estimate of construction time shall also be submitted at the final and CD phase submittals. Upon completion of all

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phase submittals and approvals, the Consultant shall submit a bid package that includes the plans, specifications, permits, the EPC in Excel format for use also as a bid blank, the estimate of construction time and CAD files for use in the bid. One complete set of hard copies, along with a CD of all documents in .pdf format shall be delivered.

Phase 4 – Bid Assistance Phase

Once the bid package has been completed and the project advertised, the Consultant will assist the Village by attending the pre-bid meeting. The Consultant shall respond to questions deriving from the Contractors during the pre-bid meeting and until the last day of questions to be submitted based on the Bid/ Proposal. The Consultant shall answer questions based on the required plan and/or specification changes. Once the bids/proposals have been received, the Consultant will review the bids, prepare a bid tabulation sheet and check references of the three (3) lowest bidders to determine the most responsive and responsible bidder. The Consultant will provide the Village with the letter of recommendation based on its findings. The procurement specialist in turn, will provide a copy of the recommendation to the Village Manager.

Phase 5 – Construction Administration and Inspection Phase

The Consultant shall coordinate and attend pre-construction meetings and prepare minutes, review shop drawings, respond to Contractor's requests, attend progress meetings and provide a meeting summary, perform limited Construction Engineering Inspections (estimate 8 hrs/wk) and submit reports, serve as liaison between the Contractor and the Village, permitting agencies, residents to include public information, review the Contractor's Application for Payment and submit recommendation to the Village, perform project closeout with the Contractor including punch list, final inspection, final Application for Payment review, submit Letter of Completion and all required LAP documentation.

4.02 CODE REQUIREMENTS:

The Consultant and his or her sub-consultants (if applicable) on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Consultant shall ask for and receive any required inspections.

4.03 REQUIREMENT OF CONSULTANT

- A. Consultant shall perform all work identified in any Contract issued under this RFQ/P. The parties agree that the scope of services for any Contract is a description of Consultant's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Consultant impractical, illogical, or unconscionable.

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Consultant and Village acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. If, during the course of the performance of the services included in the Contract, Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, Consultant shall notify Village in writing in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the Village, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to the Village without mutual agreement does not constitute authorization or approval by Village to perform the work. Performance of work by Consultant outside the originally anticipated level of effort without prior written Village approval is at Consultant's sole risk.

- A. Consultants interested in performing these services must exhibit considerable relevant experience with this type of work, and should emphasize both experience and capability of particular personnel who will actually perform the work. Consultants should indicate any sub-consultants proposed to be utilized in work for the Village.
- B. The respondent shall agree to indemnify and hold harmless and pay on behalf of the Village, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or any acts, errors or omissions related to the service provided.

(END OF SECTION)

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SECTION 5.0

SUBMITTAL REQUIREMENTS

5.01 How to Apply

Each consultant shall submit one (1) original, two (2) bound photocopies and 1 electronic flash drive or CD of each Response.

Title Page: Title page shall show the request for proposal subject, title and proposal number; the firms name; the name and address of a contact person; and the date of the proposal.

TAB 1 Letter of Intent

- Cover letter indicating the Consultants' interest in providing the services to the Village. The Consultants track record of on time and within budget project performance;

TAB 2

- Table of contents identifying the sections and page numbers;

TAB 3

- A **one-page** proposed organizational chart identifying key professionals, their area(s) of responsibility and extent of their availability.

TAB 4

- **Up to (2) pages,** (3) references relating to previous jobs that are similar to the scope specified on Section 4.0 of this RFQ/P

TAB 5

- **Up to (2) pages,** The Consultants Fee Worksheet to include all the required requests made by the Village

TAB 6

- Village Required Response Submittal Forms

Failure to comply with submission requirements will result in the disqualification of the application.

5.02 Submission Deadline

Consultants interested in being considered should submit materials to be received in our office. **All sealed qualification packages must be received at the Village of Palmetto Bay Municipal Center no later than 3:00 p.m. EST on Thursday, December 29th, 2017.** Official time will be measured by the time stamp of the Village Clerks Office. Late submittals will not be considered. Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

Proposals must be delivered in person and left at the front desk or mailed to:

Missy Arocha, Village Clerk
Attn: RFQ/P 1718-12-003
Design Plans for Thalatta Park Pier and Shoreline Stabilization
 Village of Palmetto Bay
 9705 E. Hibiscus Street
 Palmetto Bay, FL 33157

5.03 Selection Process and Criteria

The Village will evaluate all the proposals and grade them based on:

Criteria	Points
Compliance with the Response preparation and submission requirements	25
Consultant s references based on similar line of work	25
Consultant’s track record of on time and within budget project performance	25
Consultants Fee Worksheet	25
Total	100

END OF SECTION

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

SECTION 6.0

VILLAGE REQUIRED RESPONSE SUBMITTAL FORMS PROPOSAL SUBMITTAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the Village.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Name

Telephone # Fax # E-mail

Main Office Address

City State Zip Code

Address of Office Servicing Village of Palmetto Bay, if different than above

City State Zip Code

Name & Title of Firm Representative

Telephone # Fax # E-mail

Signature Date

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

- A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.
- B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ/P and the addendum/ addenda nos.
- C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.
- D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
- E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Village awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____ being first duly sworn, deposes and says

that:

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

_____ the Consultant that has submitted the attached
Proposal;

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

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

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

Signed, sealed and delivered

In the presence of:

By: _____

_____ (Printed Name)

_____ (Title)

Continued on the following page

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, 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.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

**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 VILLAGE OF PALMETTO 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 States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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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 or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence:

By: _____

_____ (Printed Name) _____ (Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, 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.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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STATEMENT OF ORGANIZATION

Proposer must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture

If the Bidder is an **INDIVIDUAL**:

Individual's Name: _____

D/B/A: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If the Bidder is a **PARTNERSHIP** and **Limited Liability Company** (Provide names and signatures partners that are authorized to bind the company):

Company Name: _____

Partner: _____

Signature: _____

Partner: _____

Signature: _____

Partner: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

(Attach additional sheets if necessary)

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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If the Bidder is a **CORPORATION:**

Corporation Name: _____

State of Incorporation: _____ CORPORATE SEAL _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If Bidder is a **JOINT VENTURE:**

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, 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 Did not take an oath.

CONSULTANT shall submit proof that the company is authorized to do business in the State of Florida.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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CONFLICT OF INTEREST CERTIFICATION FOR CONSULTANT/CONTRACTOR

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): _____

Financial Project Number(s): _____

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names

Signatures

Date

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
- RFQ/P# 1718-12-003

SECTION 7.0 AGREEMENT

VILLAGE OF PALMETTO BAY

Design Plans for Thalatta Park Pier and Shoreline Stabilization

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and _____ authorized to do business in the State of Florida, (hereinafter referred to as "Consultant" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposal ("RFQ/P") on _____, and

WHEREAS, Consultant submitted a Proposal dated _____ in response to the Village's request, and

WHEREAS, at a meeting held on _____, the Village Council awarded the Consultant and agreed to enter into an Agreement with Consultant to perform the design plans for Thalatta Estate Park and Shoreline Stabilization described in the RFQ/P and Consultant's Proposal submitted in response to the RFQ/P ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents prepared by the Village for
Design Plans for Thalatta Park Pier and Shoreline Stabilization
RFQ/P No. 1718-12-003 (Exhibit 1).

(ii) Proposal for the Village of Palmetto Bay prepared by Consultant dated
_____. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit 1

C. Exhibit 2

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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Article 2 Scope of Work

A. Consultant agrees to provide the Services (hereinafter inclusively referred to as the “Services”) as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Consultant represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3 Qualifications

Consultant and the individual executing this Agreement on behalf of the Consultant warrant to the Village that the Consultant is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Consultant possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Consultant acknowledges that due to the nature of this contract, that Consultant must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Consultant shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Compensation and Payment for Consultant’s Services

A. Compensation

1. Consultant shall receive compensation for their services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The Scope of Services and Fee Schedule/Worksheet (Exhibit 2) are attached hereto and incorporated within.

B. Method of Payment

1. The Village shall pay the Consultant through payment issued by the Department who authorized the service in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, invoices should be directed to the Department of Parks and Recreation, 9705 E. Hibiscus Street, Palmetto Bay Florida 33157.

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Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Consultant shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Consultant under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6 Termination

A. Termination/Cancellation of Contract Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Consultant of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Consultant's performance). Termination or cancellation of the contract will not relieve the Consultant of any obligations or liabilities resulting from any acts committed by the Consultant prior to the termination of the contract.

B. Termination Because of Default

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Consultant of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Consultant agrees that in the event this Contract is terminated for the Village's breach, the damages that Consultant may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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Article 8 Term

The term of this Agreement shall be upon the completion of all the deliverables stated on the Request for Proposal Section 4.0.

Article 9 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to five (5) years following the date of final performance of Services by the Consultant under this Agreement, audit, or cause to be audited, those books and records of Consultant which are related to Consultant's performance under this Agreement. Consultant agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Consultant's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Consultant shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 10 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Consultant authorized to use the Village's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 11 Indemnification

Consultant shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Consultant or its employees, agents, servants, partners, principals or sub-Consultants. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its

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officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 12 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Consultant. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Consultant shall maintain during the term of the agreement, standard Professional Liability insurance (Errors and Omissions) in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

The successful Consultant shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Village from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Consultant or by anyone directly employed by or contracting with the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the successful Consultant or by anyone directly or indirectly employed by the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

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

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 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.

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Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Consultant hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Consultant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Consultant fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Consultant shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

Article 13 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. Any changes will require the same conditions as the original scope. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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Article 14 Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Consultant of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Consultant requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Consultant, whether or not similar to the act so consented to or approved.

Article 17 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Consultant:

Edward Silva, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

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Article 18 Independent Consultant

Consultant is and shall remain an independent Consultant and is not an employee or agent of the Village. Services provided by Consultant shall be by employees of Consultant and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant. The rights granted to Consultant hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Consultants to perform services including those hereunder.

Article 19 Assignment

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Consultant shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Consultant to the Village. None of the work or services under this Contract shall be subcontracted unless the Consultant obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this Contract and the Consultant shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

Article 20 Prohibition Against Contingent Fees

Consultant warrants that it has no employees or retained any Consultant or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Consultant, corporation, individual or Consultant, other than a bond fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Consultant all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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Article 22 Conflict of Interest

Consultant agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29 Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

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Article 30 Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 31 Permits, Licenses and Filing Fees

The Consultant shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Consultant's work.

Article 32 Safety Provisions

The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 33 Public and Employee Safety

Whenever the Consultant's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34 Preservation of Village Property

The Consultant shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Consultant's operations, it shall be replaced or restored at the Consultant's expense. The facilities shall be replaced or restored to a condition as good as when the Consultant began work.

Article 35 Immigration Act of 1986

The Consultant warrants on behalf of itself and all sub-consultants engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

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Article 36 Consultant Non-Discrimination

In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 37 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Consultants are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Consultant and all sub-consultants named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Consultant to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Consultant. An ambiguity or defect shall be considered patent if it is of such a nature that the Consultant, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Consultant or sub-consultants to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Consultant to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Consultant shall immediately notify the Village in writing, and the Consultant and all sub-consultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

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Article 38 Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 39 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Continued on next page.

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

CONSULTANT

Village of Palmetto Bay

ADDRESS

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

BY _____

Edward Silva
Print Name

Print Name

Village Manager
Title

Title

ATTEST

Missel Arocha
Village Clerk

Witness

APPROVED AS TO FORM BY

Print Name

Dexter W. Lehtinen
Village Attorney

- Design Plans for Thalatta Park Pier and Shoreline Stabilization
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Section 8.0

ATTACHMENTS

Site Diagram on .pdf

END OF SECTION