

TOWN OF MEDLEY

Capital Projects & Economic Development Department
7777 NW 72nd Avenue, Medley, FL 33166



REQUEST FOR QUALIFICATION

RFQ No. 2018-006

(CPED Project No. PW-0138)

MULTIMODAL MOBILITY STUDY AND IMPACT ASSESSMENT

(NW South River Drive from NW 122nd Street to NW 116th Way)

LAP PROGRAM AGREEMENT REFERENCE
Agreement Date: August 21, 2017
Contract No. G0069
Local Agency Vendor No. VF 596013404005
FPN: 440851-1
Federal ID: D617-062-B
County: Miami-Dade

June, 2018



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1.0 PURPOSE AND INTRODUCTION

The purpose of this Request For Qualification (RFQ) is to enter into a Professional Services Agreement ("Exhibit A", included in **Appendix C**), herein referred to as PSA or Agreement, with a Consultant that has been prequalified by the Florida Department of Transportation (FDOT) to provide professional transportation planning and engineering services needed to complete a Multimodal Mobility Study and Impact Assessment along NW South River Drive from NW 122nd Street to NW 116th Way, in Medley Florida.

The objective of the *Multimodal Mobility Study and Impact Assessment* is to evaluate improvements to the transportation conditions within the Town including bicycling, walking, and public transit options for South River Drive from NW 122nd Street to NW 116th Way. The study length is approximately 3,300 lineal feet. The study will achieve two primary outcomes.

1. Conduct a master planning study to identify specific transit and non-motorized transportation improvements that will become part of work programs for the Town and its transportation partners. This study will include an assessment of bicycle facilities, sidewalks, pavement improvements, American with Disabilities Act (ADA) improvements, drainage and lighting enhancements.
2. Conduct a right of way and environmental assessment for improvements within the project limits.

2.0 SCOPE OF SERVICES

The scope of services is located in **Appendix C; Attachment A** of this RFQ.

3.0 FDOT PREQUALIFICATION REQUIREMENTS

The FDOT Local Agency Program funding for services pursuant to this RFQ requires that all proposing teams include at least one (1) firm or individual that has been prequalified by FDOT in each of the following FDOT standard work types:

- **6.1 - Traffic Engineering Studies**
- **13.4 - Systems Planning**
- **13.5 Sub Area/Corridor Planning**

4.0 REQUIRED FDOT FORMS

Each Proposer and their sub-consultants must execute and submit with their proposal the following FDOT certifications and forms:

- A. FDOT Form #375-030-30 *Truth in Negotiation Certification*
- B. FDOT Form #375-030-32 *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions for Federal Aid Contracts*
- C. FDOT Form #375-030-33 *Certification and Disclosure of Lobbying Activities on Federal Aid Projects*

The above-listed certifications and forms are attached hereto in **Appendix A**.



Failure to timely submit the Required Certifications and Forms and to timely submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered for award.

5.0 INTRODUCTION TO REQUEST FOR QUALIFICATIONS

5.1 INVITATION

Thank you for your interest in this Request for Qualifications (RFQ). The Town of Medley (the Town), through its Department of Capital Projects and Economic Development (Department) invites responses (Responses) which offer to provide the services described in the "Scope of Services" included in "Attachment A" of the Agreement. This RFQ is being issued pursuant to Section 287.055, Florida Statutes: the "Consultants' Competitive Negotiation Act." (CCNA). All references to Florida Statutes, Town of Medley and Miami-Dade County Codes and other laws/regulations will be interpreted to include "as amended from time to time."

RFQ documents may be obtained on or after **June 14th, 2018** from the Town of Medley webpage at: www.townofmedley.com. It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firms periodically check the Town webpage for updates and the issuance of addenda.

5.2 AGREEMENT TERMS AND CONDITIONS

The Proposer selected to provide the Services requested herein (the "Successful Proposer") shall be required to execute an Agreement with the Town in substantially the same form as the Agreement included as part of the RFQ.

5.3 CONE OF SILENCE

- A. Notwithstanding any other provision in this solicitation, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction. The "Cone of Silence" prohibits the following activities:
1. Any communication regarding this RFQ between a potential vendor, service provider, Proposer, lobbyist or consultant and the Town's professional staff;
 2. Any communication regarding this RFQ between the Mayor, Town Council members and any member of the Mayor and Council's professional staff;
 3. Any communication regarding this RFQ between potential vendor, service provider, Proposer, lobbyist or consultant and any member of a selection committee;
 4. Any communication regarding this RFQ between the Mayor, Town Council members and any member of the selection committee therefore;
 5. Any communication regarding this RFQ between any member of the Town's professional staff and any member of the selection committee; and
 6. Any communication regarding this RFQ between a potential vendor, service provider, Proposer, lobbyist or consultant and the Mayor or Town Council.
- B. These prohibitions do not apply to communications with the Town Attorney and his or her staff.



- C. The "Cone of Silence" is imposed upon this RFQ after advertisement of this RFQ has been duly posted.
- D. The "Cone of Silence" shall NOT apply to:
1. Oral communications at pre-bid conferences;
 2. Oral presentations before publicly noticed selection committee meetings;
 3. Contract negotiations during any duly noticed public meeting;
 4. Duly noticed site visits to determine the competency of Proposers regarding a particular bid during the time period between the opening of bids and the time the Town makes a written recommendation;
 5. Emergency procurement of goods or services;
 6. Communications regarding this RFQ between any person and the Town's procurement agent or contracting officer responsible for administering the procurement process for this RFQ, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 7. Communications between a potential vendor, service provider or Proposer and the Town's procurement agent or contracting officer responsible for administering the procurement process for this RFQ, or other department(s) identified in the solicitation document as the issuing department; and
 8. Consultations by the Town's procurement agent or contracting officer responsible for administering the procurement process for this RFQ with professional procurement colleagues in determining an appropriate approach or option involving a solicitation in progress.
- E. Any questions, clarifications or other requests desired by a Proposer regarding this RFQ must be requested by email to bidinfo@townofmedley.com.
- F. Any questions concerning compliance with the "Cone of Silence" are to be directed to the Town Attorney.
- G. Upon imposition of the Cone of Silence for this RFQ, the Town Attorney shall:
1. Issue a written notice to affected Town departments;
 2. File a copy of the Notice required by subsection (1) with the Town Clerk with a copy to the Mayor and Town Council; and
 3. Include in the public solicitation for goods and services a statement disclosing the requirements of the Cone of Silence as follows:

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as a written recommendation is presented to the Town Mayor and Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the Request for Qualifications documents.



- H. The Cone of Silence shall terminate at the beginning of a Town Council Meeting at which the Town's professional staff makes their recommendation to the Mayor and Town Council. However, if the Town Council refers to the recommendation back to the Town's professional staff for further review, the Cone of Silence shall be re-imposed until the subsequent written recommendation is made.
- I. Violation of this section by a Proposer shall render any RFQ award to said Proposer voidable by the Town Council. Any person who violates a provision of this section may be prohibited from serving on a Town selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Town employee may subject said employee to disciplinary action.

5.4 ADDITIONAL INFORMATION OR CLARIFICATION

Requests for additional information or clarifications must be made in writing. Proposers may e-mail their requests for additional information or clarifications, in accordance with the Cone of Silence, to bidinfo@townofmedley.com. Any request for additional information or clarification must be received in writing **no later than 5:00 PM on June 18th, 2018**.

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda prior to the Response Submission Due Date. Proposers shall not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure submission and receipt of all addenda. Prior to submitting the Response, the Proposer should check the Town's webpage, where all addenda will be posted. The Town's webpage is located at www.townofmedley.com

5.5 AWARD OF AN AGREEMENT

A Town furnished Agreement may, or may not, be awarded to the Successful Proposer for this RFQ by the Town Council based upon the qualification requirements reflected herein. The Town reserves the right to award or not award, or execute, as applicable, an Agreement with the Successful Proposer when it is determined to be in the Town's best interest. By submitting a proposal, a Proposer agrees that it has no expectation, entitlement or interest in obtaining an Agreement with the Town or any work pursuant to the Agreement. Proposer shall have no recourse against the Town from the operation of this Section. The award and execution of the Agreement shall comply with the Consultants Competitive Negotiations Act ("CCNA"), Florida Statute §287.055.

5.6 AGREEMENT EXECUTION

By submitting a Response, Proposers agree to be bound to and execute the Agreement for Multimodal Mobility Study and Impact Assessment of NW South River Drive from NW 122nd Street to NW 116th Way. Without diminishing the foregoing, Proposers may request clarification and submit comments concerning the Agreement for Town's consideration. Only timely clarification requests and comments and proposed revisions included within the Proposer's Response will be considered by the Town. Any comments identified after the Response has been received need not be considered by the Town. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received may be grounds for dismissal. None of the foregoing shall preclude the Town from seeking to negotiate changes to the Agreement during the negotiation process.



A determination of "allowable costs in accordance with the Federal cost principles" will be performed for services rendered under this contract. The Town shall require the Successful Proposer to provide, for itself, as well as the Sub-consultant(s) an audit package for the purpose of negotiation, contract payment, reporting, etc. The audit package shall include the following information:

- Current Pre-qualification letter from the Florida Department of Transportation (FDOT) showing approved overhead and expense rates.
- Estimate of effort, in hours, needed to complete each task described in the scope.
- Current payroll register showing actual raw labor rates for all proposed staff.

The audit package, which contains confidential cost data, will be protected in compliance with 23 USC 112(b)(2)(E) and CFR 172.11(d).



5.7 CHANGES/WITHDRAW

Proposer may change or withdraw a Response at any time **prior to** Response Submission Due Date. All changes or withdrawals shall be made in writing to the point of contact specified in the Cone of Silence section. Oral/Verbal changes, modifications or withdrawals will not be recognized and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers shall not assign or otherwise transfer their Response.

5.8 SUB-CONSULTANT(S)

A Sub-consultant is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this RFQ. A Sub-consultant shall be paid through Proposer or Proposer's firm and not paid directly by the Town. Sub-consultants are allowed by the Town in the performance of the services delineated within this RFQ. Proposer must clearly reflect in its Response the major Sub-consultants to be utilized in the performance of required services. The Town retains the right to accept or reject any Sub-consultant proposed in the Response of the Successful Proposer or prior to Agreement execution. Any and all liabilities regarding the use of a Sub-consultant shall be borne solely by the Successful Proposer and insurance for each Sub-consultant must be maintained in good standing and approved by the Town throughout the duration of the Agreement. Neither the Successful Proposer nor any of its Sub-consultants are considered to be employees or agents of the Town. Failure to list all Sub-consultants and provide the required information may disqualify any proposed Sub-consultants from performing work under this RFQ.

Proposers shall include in their Responses the requested Sub-consultant information, the required FDOT certifications and forms, and all relevant information required of the Proposer.

Proposers are expressly prohibited from substituting any Sub-consultants contained in the Response. **Proposers shall not change any Sub-consultant without just cause prior written approval by the Town Engineer or designee, as applicable.** If approved, the Town reserves the right to request additional required documentation as specified in the RFQ. If the Town does not accept the proposed change(s) the Response will be rejected and not considered for award.

5.9 DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the Town's Capital Projects and Economic Development (CPED) Department in the manner prescribed in the RFQ **Section 5.4** Additional Information or Clarification. Should it be necessary, the Town will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

5.10 DISQUALIFICATION

This RFQ requires the use and submission of specific Town Forms. In addition, the RFQ requires the submission of additional documents and information. Failure to utilize the Town Forms and submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered for award.

The Town reserves the right to disqualify Responses before or after the Response Submission Due Date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality



in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the Town (including any agency or department of the Town) or where the Town has an open claim against a Proposer for monies owed the Town at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of the Agreement.

The Town reserves the right to reject Responses submitted by limited liability corporations.

5.11 PROPOSER'S EXPENDITURES

Proposer(s) understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the Town in connection with the Responses to this RFQ are exclusively at the expense of the Proposer. The Town shall not pay or reimburse any expenditure, or any other expense incurred by any Proposer in preparation of a Response and/or anticipation of a contract award and/or to maintain the approved status of the successful Proposer if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process.

6.0 RFQ GENERAL CONDITIONS

6.1 ACCEPTANCE/REJECTION

The Town reserves the right to accept or reject any or all Responses or to select the Proposer(s) that, in the opinion of the Town, is/are in its best interest(s). The Town also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the Town, and who is not in a position to perform the requirements defined in this RFQ. Further, the Town may waive informalities, technicalities, minor irregularities, and/or request new Responses for the services specified in this RFQ and may, at its discretion, withdraw and/or re-advertise the RFQ.

6.2 LEGAL REQUIREMENTS

This RFQ is subject to all applicable federal, state, county, municipal and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be caused for relief from responsibility.

6.3 INSURANCE

Proposer(s) are required to provide proof of Professional Liability Insurance. If selected, the Consultant shall not start Services until the Consultant has obtained all insurance required under the Agreement, included in **Appendix C** of this RFQ.



6.4 NON-APPROPRIATION OF FUNDS

If insufficient funds are appropriated, and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for this Project, then the Town, shall have the unqualified right to terminate the Work Order(s), and/or the Agreement upon written notice to the Selected Proposer, without any penalty or expense to the Town. No guarantee, promise, warranty or representation is made that any work or any project(s) will be assigned to any firm(s).

6.5 MINIMUM QUALIFICATION REQUIREMENTS

The Town is seeking to procure a qualified engineering firm with experience in completing comprehensive multimodal mobility study and impact assessment for governmental and/or institutional clients, as stipulated in Section 287.055, Florida Statutes (CCNA). Firms responding to this RFQ must have been prequalified by FDOT to provide the required Services and must have been licensed, registered and practicing as an engineering firm for at least the last five (5) years under its current business name. The firm must have and have documented performance of at least five (5) transportation planning projects within the last five (5) years. The referenced projects may be current or may have been completed within the past five (5) years. These reference projects must have been completed for governmental or institutional clients and should include examples of transportation planning projects inclusive of projects located in public rights-of-way. Proposers must have a proven track record of successfully completing projects. Failure to meet the above-stated requirements will result in the Proposer's response being rejected as non-responsive.

Proposers must utilize Form RFQ-PP-R for the above-required reference projects and the forms must be signed by the Owner of the project. Failure to submit the reference forms may result in the Response being deemed non-responsive.

Each firm interested in responding to this RFQ must provide information on the firm's qualifications and experience; qualifications of the Project team, members and staff; Project Administrator's experience; and previously completed projects. See **Section 7.0** "Instructions for Submitting a Response: Submission Requirements" for further direction. Responses that do not completely adhere to all requirements may be considered non-responsive and eliminated from the process. Additional minimum qualifications may be stated in **Section 7.0**, "Instructions for Submitting a Response."

The Town may consider a Response as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change-of-name has been filed, or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change or merger as part of its Response for the Town to consider crediting the years of experience from the Proposer under its previous name.

Failure to include such documentation with the Response may result in a determination that the submission is non-responsive.



6.6 TIE BREAKER PROCEDURES

In the event of a tie, individual scores for evaluation criteria will be used to break the tie by following the order shown below.

1. Highest score for Technical Approach
2. Highest score for Transportation Planning Philosophy, Methodology and Process
3. Highest score for Experience of Senior Project Administrator/Engineer
4. Highest score for Proposer's Team Experience and Qualifications
5. Highest score for Proposer's Experience and Qualifications

Should the tie remain unbroken, then the Town will re-advertise the contract.

6.7 PROTEST PROCEDURES

Proposer(s) who perceives that it is precluded from submitting a response to a solicitation due to the requirements of the solicitation, including the terms and conditions, specifications or drawings, may follow the Town's filing protest process stated in the Town's Code Section 2-139.

Failure to comply with the stipulated timeframes for submission of the notice of intent to file a protest or the written protest, together with the required documentation and evidence, and the filing fee(s) stipulated in the Town's code shall constitute the forfeiture of the protestor's right to protest. The protestor shall not be entitled to seek judicial relief without first having followed and fully complied with the procedures and requirements set forth in this section.

6.8 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted Proposer/Bidder list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public works project, may not submit a Response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted Bidder/Proposer list. §287.133, Florida Statutes, as amended.

6.9 REVIEW OF RESPONSES FOR RESPONSIVENESS

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Response is one which meets the requirements of the RFQ, is submitted in the format outlined in (**Section 7.1** – Section B of this RFQ), is of timely submission, and has appropriate signatures/attachments as required on each document.

6.10 COLLUSION

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics



laws. The Town will investigate all situations where collusion may have occurred, and the Town reserves the right to reject any and all Responses where collusion may have occurred.

6.11 CONFLICT OF INTEREST

In accordance with 23 CFR 1.33 and Section 287.057 F.S., all Proposers shall be required to adhere to the FDOT Topic No. 375-030-006 Restriction of Consultants Eligibility for Department Contracts for projects (1) on the State Highway System, (2) the National Highway System, and (3) on Federal-Aid local highways when construction and a related professional services phase are funded by the FDOT department. Accordingly, FDOT requires that all Proposers for this RFQ execute the appropriate Conflict of Interest/Confidentiality Certification and include it with their Proposal. By submitting a response to this RFQ, the Consultant certifies that they are in compliance with Procedure No. 375-030-006.

6.12 KEY PERSONNEL

Subsequent to submission of a Response and prior to award of an Agreement, Key Personnel shall not be changed. Proposers shall not change any member of their Key Personnel without just cause and must obtain prior written approval by the Town. The Town reserves the right to request additional documentation as required by the RFQ. If the Town does not accept the PROPOSED CHANGE(S) THE RESPONSE WILL BE REJECTED AND NOT CONSIDERED FOR AWARD.

6.13 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the bidder's/Proposer's authorized signature affixed to the bidder's/Proposer's acknowledgment form attests to this Professional Services Agreement (PSA) is provided by the Town and is expressly included as part of this solicitation, no additional terms or conditions which materially or substantially vary, modify or alter the terms or conditions of the PSA or Agreement, in the sole opinion and reasonable discretion of the Town will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this PSA or Agreement.

7.0 INSTRUCTIONS FOR SUBMITTING A RESPONSE

Submit the following information and documents with Proposer's Response to this RFQ. Failure to do so may deem your Responses non-responsive. Non-responsive submittals will receive no further consideration.

7.1 SUBMISSION REQUIREMENTS

Each Response must contain the following documents and forms required by Sections 7.1 A-E, each fully completed, and signed as required. Proposers shall prepare their Responses utilizing the same format outlined below in **Section 7.1B**. Each section of the Response as stipulated in **Section 7.1B** shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential.



Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee.

Hard cover binders shall not be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth in **Section 4.1B**.

Do not include additional information not requested in this RFQ unless specified in the form of an Addendum. This RFQ requires the use and submission of specific Town Forms. The Town forms shall not be expanded or altered. Additional pages may not be added unless the form specifically states that pages can be added. Failure to utilize the Town Forms will result in the rejection of the Response as non-responsive.

A. Content of Qualifications Statement:

All Forms referenced in Sections A-E are identified in **Section 4.1B**.

Section A

1. Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages of the Response must be consecutively numbered and correspond to the Table of Contents

2. Proposal Letter

Proposer shall complete and submit Form RFQ-PL for this section of the Response. (1-page maximum)

3. Narrative

Proposer shall complete and submit Form RFQ-N for this section of its Response. Provide a brief overview of the Proposer's firm and why the Proposer should be selected for this Project. (1-page maximum)

4. Qualifications of the Proposer

Proposer shall complete and submit Form RFQ-QP for this section of its Response. (1 form - 3 pages maximum)

5. Qualifications of the Proposer's Team

Proposer shall complete and submit Form RFQ-QT for this section of its Response. Form RFQ-WC is to be completed for each of the Key Personnel identified in Form RFQ-QT.

6. Team Organizational Chart

An organizational chart of the Proposer's team shall be provided for key personnel.



7. Proposer's Project Experience:

Proposer shall complete and submit Form RFQ-PP-(TRANS) for this section of its Response. Provide a comprehensive summary of the Proposer's Transportation Planning experience. The firm **MUST** have a minimum of five (5) years of experience and have served as the lead on similar projects on three (3) previous occasions. A list of projects of similar size, scope and complexity must be submitted. Information should include; client's name, address, phone number, description of work, and the year the project was completed. **Failure to meet the five (5) year minimum requirement will in and of itself result in the proposal being deemed non-responsive.**

For each RFQ-PP-(TRANS) Form, the Proposer must submit a RFQ-PP-R-(TRANS) Form for the Proposer's Project Experience for this section of its Response.

Section B

1. Transportation Planning Philosophy, Methodology and Process

Proposer shall complete and submit Form RFQ-TRANS-PMP for this section of its Response. Proposer shall include a brief explanation of its transportation planning philosophy, methodology & process as it relates to this Project. This should include an understanding of the Scope of Services, clearly defined issues commonly encountered and methodology for resolution of these project issues, and the process and approach to meeting the requirements of the Scope of Services. **(2 page maximum)**

2. Technical Approach

Proposer shall complete and submit Form RFQ-T for this section of its Response. **(2 page maximum)**

Provide a comprehensive explanation of the firm's approach to:

- Manpower planning, including scheduling and allocation of resources;
- Ensuring timely completion of projects;
- Quality control and assurance procedures; including timely reporting; and reviewing pay applications and change orders;
- Computer aided design and drafting capabilities;
- Capacity to provide on-call services in a timely manner; and
- Quality control and assurance, including coordination between design disciplines, compliance with program requirements professional/industry standards, and conformance with all applicable code requirements.

Section C

Please limit to three (3) the number of reference projects submitted for each of the team members identified below.

1. Qualifications of Lead Transportation Planner

Proposer shall complete and submit Form(s) RFQ-LTP-(TRANS) for the Lead



Transportation Planner for this section of its Response.

For each RFQ-LTP-(TRANS) Form, the Proposer must submit an RFQ-LTP-R Form for the Lead Transportation Planner for this section of its Response. Include the Lead Transportation Planner's Resume.

2. Qualifications of Lead Urban Designer

Proposer shall complete and submit Form(s) RFQ-LUD-(TRANS) for the Lead Urban Designer for this section of its Response.

For each RFQ-LUD-(TRANS) Form, the Proposer must submit a RFQ-LUD-R Form for the Lead Urban Designer for this section of its Response. Include the Lead Urban Designer's Resume.

3. Qualifications of Lead Traffic Engineer

Proposer shall complete and submit Form(s) RFQ-LTE-(TRANS) for the Lead Traffic Engineer for this section of its Response.

For each RFQ-LTE-(TRANS) Form, the Proposer must submit a RFQ-LTE-R Form for the Lead Traffic Engineer for this section of its Response. Include the Lead Traffic Engineer's Resume.

4. Qualifications of the Landscape Architect

Proposer shall complete and submit Form(s) RFQ-LA-(TRANS) for the Landscape Architect for this section of its Response.

For each RFQ-LA-(TRANS) Form, the Proposer must submit a RFQ-LA-R Form for the Landscape Architect for this section of its Response. Include the Landscape Architect's Resume.

5. Qualifications of the Project Administrator

Proposer shall complete and submit Form(s) RFQ-PA-(TRANS) for the Project Administrator for this section of its Response.

For each RFQ-PA-(TRANS) Form, the Proposer must submit Form RFQ-PA-R for the Project Administrator for this section of its Response. Include the Project Administrator's Resume.

6. Proposer's Workload Capacity Form

Please complete Form RFQ-WC - Workload Capacity for the Proposer's current workload.

Section D

1. Professional Service Agreement ("PSA") Provisions (Exhibit "A")

Provide comments on, and exceptions to the attached Agreement terms and conditions. Proposed changes to the Agreement must be returned to the Town in Microsoft Word format with comments reflected by "red-lining" the original document utilizing the tracking features. The Microsoft Word document must be included in the proposal in both printed format and electronically on a USB Drive. The Town will only consider the identified comments and exceptions during negotiations. Where a proposal is returned without comments it will be



deemed that the Proposer has no comments or exceptions to the draft Agreement. If the Proposer has no comments, a statement to that effect shall be included in the proposal in this section. As noted certain sections of the PSA, including, without limitation, Hold Harmless/Indemnity, Insurance, Cancellation for Convenience, Funding Out, Ethics, Public Records, Sunshine, Lobbying and Compliance with Laws Sections are long standing Town practices and cannot be modified.

2. Acknowledgment of Addenda

Sign and return copies of each addendum signature page.

3. RFQ Response Forms (Appendix B)

Sign and return each RFQ Response Form for the Proposer.

Section E

1. Form C-1 List of Sub-consultants*
2. Business Tax Receipt
3. Notices of Prequalification in required FDOT Standard Work Types 6.1 - Traffic Engineering Studies, 13.4 - Systems Planning and 13.5 Sub Area/Corridor Planning.

***NOTE: Sub-consultants Information form C-1**

Proposer shall list all proposed sub-consultants to be used, regardless of racial or gender grouping, include names, addresses, phone numbers, and type of work (service or commodity).

B. Response Submission Format:

Responses are to be prepared and submitted in the format below. Failure to comply with this format may result in the Response being determined non-responsive.

Section A

1. Table of Contents
2. RFQ-PL – Proposal Letter
3. RFQ-N – Proposal Narrative
4. RFQ-QP – Qualifications of Proposer
5. RFQ-QT – Qualifications of Proposer’s Team – Including Forms RFQ-WC
6. Team Organizational Chart
7. RFQ-PP-(TRANS) – Proposer’s Project Experience
8. RFQ-PP-R – Proposer’s Reference Forms

Section B

1. RFQ-TRANS -PMP – Transportation Planning Philosophy, Methodology & Process
2. RFQ-T – Technical Approach



Section C

For all positions proposed, please submit the supporting forms and information below:

1. RFQ-LTP-(TRANS) – Qualifications of Lead Transportation Planner
2. RFQ-LTP-R – Lead Transportation Planner Reference Forms
3. Resume and Professional Licenses of Lead Transportation Planner
4. RFQ-LUD-(TRANS) – Qualifications of Lead Urban Designer
5. RFQ-LUD-R – Lead Urban Designer Reference Form
6. Resume and Professional Licenses of Lead Urban Designer
7. RFQ-LTE-(TRANS) – Qualifications of Lead Traffic Engineer
8. RFQ-LTE-R – Lead Traffic Engineer Reference Form
9. Resume and Professional Licenses of Lead Traffic Engineer
10. RFQ-LA-(TRANS) – Qualifications of Landscape Architect
11. RFQ-LA-R – Landscape Architect Reference Form
12. Resume and Professional Licenses of Landscape Architect
13. RFQ-PA-(TRANS) – Qualifications of Project Administrator
14. RFQ-PA-R – Project Administrator Reference Form
15. Resume and Professional Licenses of Project Administrator
16. Form RFQ-WC – Workload Capacity for the Proposer’s current workload.

Section D

1. Professional Service Agreement (PSA) Provisions (“Exhibit A”)
2. Acknowledgment of Addenda
3. RFQ Response Forms

Section E

1. Form C-1 List of Sub-consultants
2. Business Tax Receipt
3. Notices of Prequalification in required FDOT Standard Work Types 6.1 - Traffic Engineering Studies, 13.4 - Systems Planning and 13.5 Sub Area/Corridor Planning.

7.2 RESPONSE SUBMISSION

Sealed written Responses must be received by the Town of Medley, Town Clerk’s Office, no later than **July 2nd, 2018 at 5:00 PM.**, EST or any time prior (the “Submittal Date”) thereto to the Office of the Town Clerk, Medley Municipal Services Facility, 7777 NW 72nd Avenue, Medley, Florida 33166. The RFQ number and opening date must be clearly noted on the outside of the envelope or package. All Responses received will be publicly read in the Council



Chambers, on the date and at the time specified. All Responses received after that time shall be returned unopened. Faxed documents are not acceptable.

The Town reserves the right to accept any Proposals deemed to be in the best interest of the Town, to waive any minor irregularities, scrivener's errors, omissions, and/or technicalities in any Proposals, or to reject any or all Proposals and to re-advertise for new Proposals, in accordance with the applicable sections of Florida Statutes, the Town Code of Ordinances, and this RFQ. The responsibility for submitting a Proposal before the stated time and date is solely and strictly that of the Proposer. The Town is not responsible for any delay, late or misdelivered Proposals, no matter the cause.

One (1) original, six (6) bound copies, plus one (1) in PDF file format in a USB Drive. Complete response to this RFQ must be delivered in accordance with the following, or your Response may be disqualified:

Herlina Toboada, Town Clerk
Town of Medley
Office of the Town Clerk
7777 NW 72nd Avenue
Medley, Florida 33166

Responses must be clearly marked on the outside of the package referencing the following:

RFQ 2018-006

MULTIMODAL MOBILITY STUDY AND IMPACT ASSESSMENT

NW SOUTH RIVER DRIVE FROM NW 122ND STREET TO NW 116TH WAY

Responses received at any other location than or after the Response Submission due date and time shall be deemed non-responsive and shall not be considered.

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Responses. Responses are to remain valid for at least 180 days. Upon award of an Agreement, the contents of the Response of the Successful Proposer shall be included as part of the Agreement, at the Town's discretion.

7.3 GENERAL SUBMITTAL GUIDELINES

Only one (1) Response from an individual, firm, partnership or corporation will be considered in response to this RFQ. Sub-consultants and Sub-Contractors may be included in more than one Response submitted by more than one Proposer. A firm, partnership or corporation that submits a Response may not be a Sub-Consultant on another Response submitted under this RFQ.

Proposer must clearly reflect in its Response any Sub-Consultants proposed to be used and provide for the Sub-Consultant the same information required of the Proposer. The Town and FDOT retain the right to accept or reject any proposed Sub-Consultants.

Throughout this RFQ, the phrases "must" and "shall" will denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.



It is the policy of the Town that the Successful Proposer register as a Bidder/Vendor indicating the commodities/services which the Proposer can regularly supply to the Town. The Proposer can register as a vendor, via the internet at:

www.vendorregistry.com

For any questions regarding vendor registration, contact Olga Quin, CPED Procurement Officer at (305) 887-9541 Ext. 123. Proposers must be registered as a condition of award. It is the sole responsibility of the Proposer to ensure that the registration is completed.

8.0 EVALUATION/SELECTION PROCESS

8.1 EVALUATION PROCEDURES

The procedure for response evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of Responses.
3. Opening and listing of all Responses received.
4. Preliminary review by Town's Procurement staff for compliance with the submission requirements of the RFQ, including verification that each Response includes all documents required.
5. Review by professional staff and/or an Evaluation Committee (Committee) certifying that the Proposer is qualified to render the required services according to State regulations.
6. The Committee, appointed by the Town's LAP Responsible Charge, shall meet to evaluate each responsive Response in accordance with the requirements of this RFQ. The Committee will select a minimum of three (3) firms deemed the most highly qualified to perform the required services, unless fewer than three (3) Responses are received. At the Committee's option, they may decide to hold brief presentations and interview sessions with all Proposers or Shortlisted firms.
7. The Committee forwards its recommendation to the Town Council, listing the Proposers in rank order.
8. After reviewing the Committee's recommendation, the Town Council may:
 - a. Approve the recommendation of the Committee and authorize Procurement to enter into negotiations with the top ranked Proposer or request that the Committee provide additional information as to the ranking of the Proposals. Upon approval of the Committee's recommendation, the Proposers will be listed in rank order on the Town webpage;
 - b. Reject the Committee's recommendation and instruct the Committee to re-evaluate and make further recommendations;
 - c. Reject all Responses; or
 - d. Recommend that the Town Council reject all Responses.



9. Upon award of the Agreement, the Town’s LAP Committee will forward the recommended Agreement(s) to the Town Council for approval. Where the Town’s LAP Committee is not able to successfully negotiate an Agreement with the top ranked Proposer(s), Town’s LAP Committee will recommend to the Town Council that such negotiations be terminated and that the Town’s LAP Committee enter into negotiations with the next ranked Proposer until an Agreement is negotiated or all Proposals are rejected.
10. After reviewing the Town’s Committee recommendation, the Town Council may:
 - a. Approve the Town Engineer’s recommendation and authorize award of the Agreement. Upon approval of the Town Engineer’s recommendation, an award memorandum will be included on the Town webpage, of which written notice shall be provided to all Proposers;
 - b. Reject the Town Engineer’s recommendation to award the Agreement; or
 - c. Reject all Proposals and direct the Town Engineer to re-open negotiations or to solicit new Proposals.

8.2 EVALUATION AND SELECTION SCHEDULE

The chart below reflects the projected evaluation and selection schedule for this RFQ. Dates reflected in this chart may be altered, if in the best interest of the Town.

Table -1: Proposed Evaluation and Selection Schedule		
1.	RFQ Released to the Public	June 14, 2018
2.	Last Day to Submit RFIs to the Town	June 18, 2018
3.	Proposals Submitted to the Town	July 2, 2018
4.	Evaluation Committee Meeting	July 3, 2018
5.	Report of the Evaluation Committee/Final Ranking	July 5, 2018
6.	Award Recommendation Approved by the Town Engineer	July 9, 2018
7.	Award Approved by Town Council	July 18, 2018
8.	Scope Clarification Meeting	July 23, 2018
9.	Negotiation	July 26, 2018
10.	Issue Notice to Proceed	July 30, 2018

8.3 EVALUATION CRITERIA

Responses shall be evaluated according to the following criteria and respective weight:

- Proposer’s Experience and Qualifications Maximum 35 points
- Proposer’s Team Experience and Qualifications Maximum 35 points
- Experience of Senior Project Administrator/Engineer Maximum 10 points
- Transportation Planning Philosophy, Methodology and Process Maximum 10 points
- Technical Approach Maximum 10 points



9.0 REPORTING AND PERFORMANCE EVALUATION

9.1 REPORTING AND PERFORMANCE EVALUATION

The Successful Proposer shall complete the Anticipated DBE Participation Statement through the Equal Opportunity Compliance system within three business days after the pre-construction or pre-work conference for all federal and state funded projects. It will assist FDOT in tracking and reporting planned or estimated DBE utilization. The Town and FDOT currently have a race neutral program with a 10.65% goal as certified under the Florida Unified Certification Program. During the term of the Agreement, the Successful Proposer shall be required to report payments to DBE and MBE Sub-consultants through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payment must be reported whether or not you initially planned to utilize the firm. All questions regarding DBE reporting should be directed to FOOHelp@dot.state.fl.us.

9.1 BID OPPORTUNITY LIST REPORTING

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote sub-consultants on FDOT-assisted projects, including DBE's and non-DBEs.

Proposers shall complete the Bidders Opportunity List through the Equal Opportunity Compliance system within three business days of submission of the proposal for ALL Subconsultants who quote to you for specific services for this solicitation. The web address to the Equal Opportunity Compliance system is listed below:

<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>

9.2 PERFORMANCE EVALUATION

The Town shall conduct Performance Evaluations during and after completion of the Agreement with the Successful Proposer. Performance Evaluations shall be used as a basis for the award of future work, as well as advising the Successful Proposer of their performance.

APPENDIX A

(FDOT Certifications and Forms)

- Form No. 275-030-11 DBE **Bid Package Information**
- Form No. 375-030-30: **Truth in Negotiation Certification**
- Form No. 375-030-32: **Certification Regarding Debarment, Suspension**
- Form 375-030-33: **Certification for Disclosure of Lobbying Activities**
- Form 375-030-34: **Disclosure of Lobbying Activities**
- Form 375-030-50: **Conflict of Interest/Confidentiality Certification**
- Form 375-030-91: **E-Verify**
- Form 375-040-62: **Bid Opportunity List**
- Form 375-040-84: **Terms for Federal Aid Contracts**

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/ .

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f> .

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT
SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES**

375-040-62
PROCUREMENT
04/07

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE
7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE
7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE
7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE
7. Subcontractor
 Subconsultant

8. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
LETTERS OF RESPONSE (LOR)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?
 YES NO
 If *no*, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known</i> : _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.







According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

**Information entered on this page will carry over to subsequent pages.
 When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.**

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

VERSIONS

- TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS

- SELECTION COMMITTEE

- PUBLIC OFFICERS / EMPLOYEES

- TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS

- CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER

- CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS


**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS**

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, 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. Employees 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 will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, 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. Employees 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.

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Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, and Section 838.22, Florida Statutes, and could result in disciplinary action by the Department..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
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_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names

Signatures

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

State of Florida public officers or employees of an agency are expected to safeguard their ability to make objective, fair, and impartial decisions, 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. Public officers or employees of an agency 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 will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
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Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.
(continued on next page)

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/AWARDS COMMITTEE

LOW BID PROJECTS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, 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. Employees 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 will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Letting Date: _____

Contract Number(s): _____

Technical Review/Awards Committee Members:

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

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 will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
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Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
10/16

Project Description(s): _____

Financial Project Number(s): _____

In accordance with State law:

Section 287.133(2)(b), Florida Statutes, provides that public entities may not contract with firms that have been excluded from participating in the public contracting process.

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Convicted Vendor List/ Suspended Vendor List / Discriminatory Vendor List / Federal Excluded Parties List/ Vendor Complaint Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

I have checked the aforementioned lists to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

Printed Name

Signature

Date: _____

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

APPENDIX B

(Town of Medley RFQ Response Forms)



RFQ INFORMATION FORM

RFQ No.: 2018-006 Multimodal Mobility Study and Impact Assessment

I certify that any and all information contained in this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Firm's Name

Principal Business Address

Telephone

Fax

E-mail address

Name

Title

Authorized Signature



CERTIFICATE OF AUTHORITY
(IF CORPORATION OR LLC)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____

_____, a corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as President of the Corporation, be and is hereby authorized to execute the Response dated, _____, 20_____, to the Town of Medley and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20_____.

Secretary:

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

organized and existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Response dated, _____ 20_____, to the Town of Medley and this Partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20_

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

STATE OF _____)
SS: COUNTY OF _____) SS:
COUNTY OF _____)

I HEREBY CERTIFY that as an individual, I _____
(Name of Individual)
_____ and as a d/b/a (doing business as) _____
(if applicable)
_____ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Response dated, _____, 20____, to the Town of Medley as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____, day of _____, 20____.

NOTARY PUBLIC: _____ Commission No.: _____

I personally know the individual/do not know the individual (Please Circle)

Driver's License # _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE



(DEBARMENT AND SUSPENSION)

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the Town Mayor, after consultation with the CPED Director and the Town Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of Town contracts. The debarment shall be for a period of not fewer than three years. The Town Mayor shall also have the authority to suspend a contractor from consideration for award of Town contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations, which shall be issued by the CPED Director after approval by the Town Mayor, the Town Attorney, and the Town Council.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses.
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity.
6. False certification pursuant to paragraph (c) below.
7. Any other cause judged by the Town Council to be so serious and compelling as to affect the responsibility of the contractual party performing Town contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the Town shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company Name: _____ Individual

Name: _____ Signature:

Date: _____



Proposal Cover Letter

RFQ Title: _____

RFQ No.: _____

Proposer (Legal Company Name): _____

Address: _____

Proposer's Internet Address: _____

FEIN #: _____ State of Florida Corporation No: _____

State Incorporated/Organized: _____

Proposer's Contact Person: _____

Title: _____

Telephone: _____ E-Mail: _____

Certification of Compliance

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

Proposer's Authorized Representative

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

Name: _____

Title: _____

Signature: _____

Date: _____



Proposal Narrative Form

RFQ Title: _____

RFQ No.: _____

Name of Proposer: _____

In the space provided below respond to the requirements for Construction, Engineering and Inspection Approach & Process.



Qualifications of Proposer

Instructions

This form is to be completed and submitted in accordance with the requirements of the RFQ to which your firm is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a Response as non-responsive.

RFQ Solicitation No.: _____ RFQ Title: _____

Name of Proposer: _____

Primary types of services provided (residential, residential high-rise, mixed use, offices, park facilities, gov't offices, etc.): _____

Type of Firm: Corporation LLC Partnership Sole Proprietor Joint Venture Other _____

Certified Small or Minority Owned Business: Yes No Issued By (name): _____

Type of Ownership Certification(s): _____

Is this the Proposer's Office its main office? Yes No If No, main office location: _____

Will Proposer rely on any other branch or subsidiary office to perform the work? Yes No

If yes, location of these offices: _____

Number of years in business under current name: _____. **If firm has undergone a name change in the past 5 years, provide prior name & number of years in business under this name** (not a result of a sale of the firm): _____

Type and number of projects completed in the past 5 years:

Design-Bid Build: _____ Design/Build: _____ CM@Risk: _____ N/A

Private Sector: _____ Federal Gov't: _____ State/County/Municipal: _____

Town of Medley: _____ Name of Projects: _____

Residential/Residential High-rise: _____ Office: _____ Mixed Use: _____

Retail: _____ LEED or Green Globe Certified Projects: _____

Other (specify): _____

Number of Employees: _____ Licensed Architects: _____ Licensed Engineers: _____
LEED-AP Professionals: _____ Licensed General Contractors: _____ Licensed Surveyors: _____
CTQP Licensed Inspectors: _____ Other(list): _____

List, explain and provide the status of all claims, lawsuits, and judgments pending or settled within the last 5 years: (add additional pages if necessary)

Brief History of the Firm:

In the remaining space on this page provide a brief history of the Proposer's Firm:

List below the names of owners, officers, principals, and the principal-in-charge-of the Proposer’s firm together with the title and percentage of ownership (add additional pages as necessary):

Name	Title	% Ownership

By signing below Proposer certifies that the information contained in Form RFQ-QP is accurate and correct. Proposer further certifies that it is aware that if the Town determines that any of the information is incorrect or false the Town may at its sole discretion reject the Response as non-responsive.

By:
 Signature of Authorized Officer

 Printed Name

 Date

 Title

Qualifications of Proposer's Team

Instructions

This form is to be completed and submitted RFQ in accordance with the requirements to which your firm is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a Response a non-responsive.

RFQ Solicitation No.: 12-13-030 RFQ Title: Misc. Construction, Engineering and Inspection Services

Name of Proposer: _____

Subconsultants:

Name of Firm	Office Location: City/State	Discipline(s) to be provided	License No.	LEED Certified Staff	
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Qualifications of Proposer's Team

Key Personnel

Only include personnel who will play a key role in the Work. Do not include personnel for positions such as CADD Technicians, Inter or Associate level staff, and other similar support personnel. As stipulated in the RFQ a 1 page resume is to be included for each of the key personnel. The Program Coordinator will be the lead point of contact for the Town.

Name	Role Professional Certifications	Name of Firm	License No.	Years Experience	Years with Firm		
_____	<u>Senior Project Engineer</u>	_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
_____	_____	_____	_____	_____	_____	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Qualifications of Proposer

Instructions (one page per project)

Proposer shall provide the following information for completed projects of equal or greater scope, size, and complexity. Provide all required information and submit this Form for each project, as required by the RFQ. Failure to submit a completed Form for each project may result in the Response being rejected as non-responsive. A Reference Form RFQ-PP-R must be submitted for each Form RFQ-PP that is provided.

RFQ Solicitation No.: _____ **RFQ Title:** _____ **Name of Proposer:** _____ **Name of Project:** _____ **Address of Project:** _____

Name of Project Owner: _____ **Project Owner Contact Name:** _____
Project Owner Contact Telephone No.: _____ **Project Owner Contact E-mail Address:** _____

Brief Scope of Project and How Project is Similar (additional space provided): _____

Value of Design Fees: **Awarded:** _____ **Actual:** _____ N/A

Basis for Difference in Value: _____

Value of Construction (if applicable): **Awarded:** _____ **Actual:** _____ N/A

Basis for difference in value: _____

Project Completion (no. of calendar days): **Projected:** _____ **Actual:** _____ N/A

Type of Project: Design-Bid-Build Design/Build CM@Risk Other (specify): _____

LEED or Green Globe Certified Project: Yes No If yes, level of Certification: _____

By: _____
Signature of Authorized Representative

Date

Printed Name

Title

Town of Medley



Jorge E. Corzo, PE.
Town Engineer/
Director

To Whom It May Concern:

Subject: Reference Reference Letter for Consultant

Name of Proposer: _____

The above referenced Consultant is submitting on a Request for Qualifications that has been issued by the Town of Medley. We require that the Proposer provide written references with their submission and by providing you with this document the Consultant is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent.

Name of Project:

Scope of work: _____

Value of project: \$ _____ Value of Design Services: _____

Delivery method: Design-Bid-Build CM@Risk Design-Build Other (_____)

Design completed on time & within budget: Yes No

If no, was the Consultant at fault or contribute to the delay(s) or increased cost? Yes No

Quality of Design: Above expectations Average Below Expectations

Errors & Omissions: Above expectations Average Below Expectations
(Above expectations means there were fewer errors & omissions than anticipated)

Did Errors & Omissions result in increased construction cost? Yes No

Did Consultant provide Construction Administration services? Yes No Limited scope

Was the Consultant responsive to the Owner & Contractor? Yes No

Was Consultant timely in its reviews and submittals? Yes No

Comments: _____

Name of individual completing form: _____ Date: _____

Signature: _____ Title: _____

Telephone: _____ E-mail: _____

Sincerely,

Jorge E. Corzo, CPED Director
CPED Department



Proposal Philosophy Methodology & Process

RFQ Title: _____

RFQ No.: _____

Name of Proposer: _____

In the space provided below respond to the requirements for Philosophy, Methodology & Process.



Technical Capabilities

RFQ Title: _____

RFQ No.: _____

Name of Proposer: _____

In the space provided below respond to the requirements of the RFQ for Design & Construction Approach & Process.

Qualifications of Lead Transportation Planner

Instructions (one page per project)

Proposer shall provide the following information for at least three (3) completed projects that involved the design/planning of a vehicle and/or pedestrian corridor. Provide all required information and submit this Form for each project, as required by the RFQ. Failure to submit a completed Form for each project may result in the Response being rejected as non-responsive. A Reference Form RFQ-LTP-R-(TRANS), must be submitted for each Form RFQ-LTP-(TRANS) that is provided.

RFQ Solicitation No.: _____ **RFQ Title:** _____ **Name of Proposer:** _____ **Name of Project:** _____ **Address of Project:** _____

Name of Project Owner: _____ **Project Owner Contact Name:** _____
Project Owner Contact Telephone No.: _____ **Project Owner Contact E-mail Address:** _____

Brief Scope of Project and How Project is Similar (additional space provided): _____

Value of Design Fees: Awarded: _____ **Actual:** _____ N/A

Basis for Difference in Value: _____

Value of Construction (if applicable): **Awarded:** _____ **Actual:** _____ N/A

Basis for difference in value: _____

Project Completion (no. of calendar days): **Projected:** _____ **Actual:** _____ N/A

Type of Project: Design-Bid-Build Design/Build CM@Risk Other (specify): _____

LEED or Green Globe Certified Project: Yes No If yes, level of Certification: _____

By: _____
Signature of Authorized Representative

Date

Printed Name

Title

Town of Medley



Jorge E. Corzo, PE.
Town Engineer/
Director

To Whom It May Concern:

Subject: Reference Letter for Lead Transportation Planner

Lead Transportation Planner as defined in the solicitation:

The Following Section to be Completed by the Proposer.

Name of Proposer: _____

Name of Proposed Lead Transportation Planner: _____

The above referenced Proposer is responding to a Request for Qualifications (RFQ) that has been issued by the Town of Medley. We require that the Proposer provide written references for their proposed Lead Transportation Planner (LTP). The Proposer is requesting that you, as the Owner of the referenced project, provide the following information as well as any other pertinent information. Your insight is appreciated.

Name of Project:

The Following Section to be Completed by the Project Owner.

Scope of Work for Referenced Project: _____

Value of Project: \$_____ Value of Construction: \$_____ Type

of Project: Design-Bid-Build CM@Risk Design-Build Other (_____)

Construction completed on time and within budget: Yes No

How long did the proposed LTP serve in the capacity as LTP on this project? _____

Quality of Design: Above Expectations Average Below Expectations

Errors and Omissions: Above Expectations Average Below Expectations
(Above expectations indicates fewer errors and omissions than anticipated by Project Owner.)

Did Errors and Omissions result in increased construction cost? Yes No

Was the LTP responsive? Yes No

Was the LTP timely with reviews and submittals? Yes No

Did the LTP effectively resolve issues in a timely manner? Yes No

Please type in the field below to provide comments (Please use the attached additional page, as necessary):

Name of Project Owner: _____ Date: _____

Signature of Project Owner's Representative: _____

Title: _____

Telephone: _____ E-mail: _____

Sincerely,

Jorge E. Corzo, CPED Director
CPED Department

Qualifications of Lead Urban Designer

Instructions (one page per project)

Proposer shall provide the following information for at least three (3) completed urban design projects that involved the design/planning of a vehicle or pedestrian corridor. Provide all required information and submit this Form for each project, as required by the RFQ. Failure to submit a completed Form for each project may result in the Response being rejected as non-responsive. A Reference Form RFQ-LUD-R-(TRANS), must be submitted for each Form RFQ-LUD-(TRANS) that is provided.

RFQ Solicitation No.: _____ **RFQ Title:** _____ **Name of Proposer:** _____ **Name of Project:** _____ **Address of Project:** _____

Name of Project Owner: _____ **Project Owner Contact Name:** _____
Project Owner Contact Telephone No.: _____ **Project Owner Contact E-mail Address:** _____

Brief Scope of Project and How Project is Similar (additional space provided): _____

Value of Design Fees: Awarded: _____ **Actual:** _____ N/A

Basis for Difference in Value: _____

Value of Construction (if applicable): **Awarded:** _____ **Actual:** _____ N/A

Basis for difference in value: _____

Project Completion (no. of calendar days): **Projected:** _____ **Actual:** _____ N/A

Type of Project: Design-Bid-Build Design/Build CM@Risk Other (specify): _____

LEED or Green Globe Certified Project: Yes No If yes, level of Certification: _____

By: _____
Signature of Authorized Representative

Date

Printed Name

Title

Town of Medley



Jorge E. Corzo, PE.
Town Engineer/
Director

To Whom It May Concern:

Subject: Reference Letter for Lead Urban Designer

Lead Urban Designer as defined in the solicitation:

The Following Section to be Completed by the Proposer.

Name of Proposer: _____

Name of Proposed Lead Urban Designer: _____

The above referenced Proposer is responding to a Request for Qualifications (RFQ) that has been issued by the Town of Medley. We require that the Proposer provide written references for their proposed Lead Urban Designer (LUD). The Proposer is requesting that you, as the Owner of the referenced project, provide the following information as well as any other pertinent information. Your insight is appreciated.

Name of Project:

The Following Section to be Completed by the Project Owner.

Scope of Work for Referenced Project: _____

Value of Project: \$_____ Value of Construction: \$_____ Type

of Project: Design-Bid-Build CM@Risk Design-Build Other (_____)

Construction completed on time and within budget: Yes No

How long did the proposed LUD serve in the capacity as LUD on this project? _____

Quality of Design: Above Expectations Average Below Expectations

Errors and Omissions: Above Expectations Average Below Expectations

(Above expectations indicates fewer errors and omissions than anticipated by Project Owner.)

Did Errors and Omissions result in increased construction cost? Yes No

Was the LUD responsive? Yes No

Was the LUD timely with reviews and submittals? Yes No

Did the LUD effectively resolve issues in a timely manner? Yes No

Please type in the field below to provide comments (Please use the attached additional page, as necessary):

Name of Project Owner: _____ Date: _____

Signature of Project Owner's Representative: _____

Title: _____

Telephone: _____ E-mail: _____

Sincerely,

Jorge E. Corzo, CPED Director
CPED Department

Qualifications of Lead Traffic Engineer

Instructions (one page per project)

Proposer shall provide the following information for at least three (3) completed traffic engineering projects that involved the design/planning of a vehicle or pedestrian corridor. Provide all required information and submit this Form for each project, as required by the RFQ. Failure to submit a completed Form for each project may result in the Response being rejected as non-responsive. A Reference Form RFQ-LTE-R-(TRANS), must be submitted for each Form RFQ-LTE-(TRANS) that is provided.

RFQ Solicitation No.: _____ **RFQ Title:** _____

Name of Proposer: _____ **Name of Project:** _____

Address of Project: _____

Name of Project Owner: _____ **Project Owner Contact Name:** _____

Project Owner Contact Telephone No.: _____ **Project Owner Contact E-mail Address:** _____

Brief Scope of Project and How Project is Similar (additional space provided): _____

Value of Design Fees: Awarded: _____ **Actual:** _____ N/A

Basis for Difference in Value: _____

Value of Construction (if applicable): Awarded: _____ **Actual:** _____ N/A

Basis for difference in value: _____

Project Completion (no. of calendar days): **Projected:** _____ **Actual:** _____ N/A

Type of Project: Design-Bid-Build Design/Build CM@Risk Other (specify): _____

LEED or Green Globe Certified Project: Yes No If yes, level of Certification: _____

By : _____

Signature of Authorized Representative

Date

Printed Name

Title

Town of Medley



Jorge E. Corzo, PE.
Town Engineer/
Director

To Whom It May Concern:

Subject: Reference Letter for for Lead Traffic Engineer

Lead Traffic Engineer as defined in the solicitation:

The Following Section to be Completed by the Proposer.

Name of Proposer: _____

Name of Proposed Lead Traffic Engineer: _____

The above referenced Proposer is responding to a Request for Qualifications (RFQ) that has been issued by the Town of Medley. We require that the Proposer provide written references for their proposed Lead Traffic Engineer (LTE). The Proposer is requesting that you, as the Owner of the referenced project, provide the following information as well as any other pertinent information. Your insight is appreciated.

Name of Project: _____

The Following Section to be Completed by the Project Owner.

Scope of Work for Referenced Project: _____

Value of Project: \$_____ Value of Construction: \$_____ Type

of Project: Design-Bid-Build CM@Risk Design-Build Other (_____)

Construction completed on time and within budget: Yes No

How long did the proposed LTE serve in the capacity as LTE on this project t? _____

Quality of Design: Above Expectations Average Below Expectations

Errors and Omissions: Above Expectations Average Below Expectations

(Above expectations indicates fewer errors and omissions than anticipated by Project Owner.)

Did Errors and Omissions result in increased construction cost? Yes No

Was the LTE responsive? Yes No

Was the LTE timely with reviews and submittals? Yes No

Did the LTE effectively resolve issues in a timely manner? Yes No

Please type in the field below to provide comments (Please use the attached additional page, as necessary):

Name of Project Owner: _____ Date: _____

Signature of Project Owner's Representative: _____

Title: _____

Telephone: _____ E-mail: _____

Sincerely,

Jorge E. Corzo, CPED Director
CPED Department

Qualifications of Landscape Architect

Instructions (one page per project)

Proposer shall provide the following information for at least three (3) completed landscape architect projects that involved the landscaping of a vehicle or pedestrian corridor. Provide all required information and submit this Form for each project, as required by the RFQ. Failure to submit a completed Form for each project may result in the Response being rejected as non-responsive. A Reference Form RFQ-LA-(TRANS), must be submitted for each Form RFQ-LA-(TRANS) that is provided.

RFQ Solicitation No.: _____ **RFQ Title:** _____

Name of Proposer: _____ **Name of Project:** _____

Address of Project: _____

Name of Project Owner: _____ **Project Owner Contact Name:** _____

Project Owner Contact Telephone No.: _____ **Project Owner Contact E-mail Address:** _____

Brief Scope of Project and How Project is Similar (additional space provided): _____

Value of Design Fees: Awarded: _____ **Actual:** _____ N/A

Basis for Difference in Value: _____

Value of Construction (if applicable): Awarded: _____ **Actual:** _____ N/A

Basis for difference in value: _____

Project Completion (no. of calendar days): **Projected:** _____ **Actual:** _____ N/A

Type of Project: Design-Bid-Build Design/Build CM@Risk Other (specify): _____

LEED or Green Globe Certified Project: Yes No If yes, level of Certification:

By : _____

Signature of Authorized Representative

Date

Printed Name

Title

Town of Medley



Jorge E. Corzo, PE.
Town Engineer/
Director

To Whom It May Concern:

Subject: Reference Letter for Landscape Architect

Landscape Architect as defined in the solicitation:

The Following Section to be Completed by the Proposer.

Name of Proposer: _____

Name of Proposed Landscape Architect: _____

The above referenced Proposer is responding to a Request for Qualifications (RFQ) that has been issued by the Town of Medley. We require that the Proposer provide written references for their proposed Landscape Architect (LA). The Proposer is requesting that you, as the Owner of the referenced project, provide the following information as well as any other pertinent information. Your insight is appreciated.

Name of Project: _____

The Following Section to be Completed by the Project Owner.

Scope of Work for Referenced Project: _____

Value of Project: \$_____ Value of Construction: \$_____ Type

of Project: Design-Bid-Build CM@Risk Design-Build Other (_____)

Construction completed on time and within budget: Yes No

How long did the proposed LA serve in the capacity as LA on this project t? _____

Quality of Design: Above Expectations Average Below Expectations

Errors and Omissions: Above Expectations Average Below Expectations

(Above expectations indicates fewer errors and omissions than anticipated by Project Owner.)

Did Errors and Omissions result in increased construction cost? Yes No

Was the LA responsive? Yes No

Was the LA timely with reviews and submittals? Yes No

Did the LA effectively resolve issues in a timely manner? Yes No

Please type in the field below to provide comments (Please use the attached additional page, as necessary):

Name of Project Owner: _____ Date: _____

Signature of Project Owner's Representative: _____

Title: _____

Telephone: _____ E-mail: _____

Sincerely,

Jorge E. Corzo, CPED Director
CPED Department

Qualifications of Project Administrator

Instructions (one page per project)

Proposer shall provide the following information for at least three (3) completed landscape architect projects that involved the landscaping of a vehicle or pedestrian corridor. Provide all required information and submit this Form for each project, as required by the RFQ. Failure to submit a completed Form for each project may result in the Response being rejected as non-responsive. A Reference Form RFQ-PA-R must be submitted for each Form RFQ-PA-(TRANS) that is provided.

RFQ Solicitation No.: _____ **RFQ Title:** _____

Name of Proposer: _____ **Name of Project:** _____

Address of Project: _____

Name of Project Owner: _____ **Project Owner Contact Name:** _____

Project Owner Contact Telephone No.: _____ **Project Owner Contact E-mail Address:** _____

Brief Scope of Project and How Project is Similar (additional space provided): _____

Value of Design Fees: Awarded: _____ **Actual:** _____ N/A

Basis for Difference in Value: _____

Value of Construction (if applicable): **Awarded:** _____ **Actual:** _____ N/A

Basis for difference in value: _____

Project Completion (no. of calendar days): **Projected:** _____ **Actual:** _____ N/A

Type of Project: Design-Bid-Build Design/Build CM@Risk Other (specify): _____

LEED or Green Globe Certified Project: Yes No If yes, level of Certification: _____

By : _____

Signature of Authorized Representative

Date

Printed Name

Title

Town of Medley



Jorge E. Corzo, PE.
Town Engineer/
Director

To Whom It May Concern:

Subject: Reference Letter for Lead Project Administrator

Project Administrator as defined in the solicitation:

The Following Section to be Completed by the Proposer.

Name of Proposer: _____

Name of Proposed Project Administrator: _____

The above referenced Proposer is responding to a Request for Qualifications (RFQ) that has been issued by the Town of Medley. We require that the Proposer provide written references for their proposed Project Administrator (PA). The Proposer is requesting that you, as the Owner of the referenced project, provide the following information as well as any other pertinent information. Your insight is appreciated.

Name of Project: _____

The Following Section to be Completed by the Project Owner.

Scope of Work for Referenced Project: _____

Value of Project: \$_____ Value of Construction: \$_____ Type

of Project: Design-Bid-Build CM@Risk Design-Build Other (_____)

Construction completed on time and within budget: Yes No

How long did the proposed PA serve in the capacity as PA on this project? _____

Quality of Design: Above Expectations Average Below Expectations

Errors and Omissions: Above Expectations Average Below Expectations

(Above expectations indicates fewer errors and omissions than anticipated by Project Owner.)

Did Errors and Omissions result in increased construction cost? Yes No

Was the PA responsive? Yes No

Was the PA timely with reviews and submittals? Yes No

Did the PA effectively resolve issues in a timely manner? Yes No

Please type in the field below to provide comments (Please use the attached additional page, as necessary):

Name of Project Owner: _____ Date: _____

Signature of Project Owner's Representative: _____

Title: _____

Telephone: _____ E-mail: _____

Sincerely,

Jorge E. Corzo, CPED Director
CPED Department



Request for Qualifications Qualifications of Proposer Key Personnel Workload Capacity

Instructions: This form is to be completed for each of the Key Personnel identified in Form RFQ-QT. Month 1 is to be calculated starting the 3rd month after the month the RFQ is due. (If the RFQ is due in March then Month 1 would be June).

RFQ Title: _____

RFQ Solicitation No.: _____

Name of Key Personnel: _____

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project

Availability based on % of time per month

Month 1 _____	Month 2 _____	Month 3 _____
Month 4 _____	Month 5 _____	Month 6 _____
Month 7 _____	Month 8 _____	Month 9 _____
Month 10 _____	Month 11 _____	Month 12 _____

Status Abbreviations:

Title: _____

RFQ No.: _____

List of Sub-consultants

TOTAL CONTRACT AMOUNT: \$ _____

This form is initially to be completed and submitted with the RFQ listing all Sub-consultants to be used to complete this Project. This form is to be updated after award of the Project as additional Sub-consultants are added or changed. Identify the type license(s) the company has including Miami-Dade CBE certification numbers. Submit additional pages as necessary.

Name of Firm	Address	Scope of Work	Professional Licenses	Business Category	CBE Certification Number	\$ Total Sub-Contract Amount	% of Design Work

Note: Business Categories: CBE=Community Business Enterprise, CSBE=Community Small Business Enterprise

Name of Proposer: _____

Date: _____

Name of Individual Completing Form: _____

Signature: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

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 _____

By _____

(print this individual's name and title)

For _____

(print name of entity submitting statements)

Whose business address is _____

and if applicable is Federal Employer Identification Number (FEIN) is _____

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

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or 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 adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of public entity crime; or
 2. 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 a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid 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, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to me and subscribed before me this _____ day of _____, 19_____.

Personally known _____

Or produced identification _____ Notary Public—State of _____

(Type of Identification) My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

APPENDIX C

Professional Services Agreement (“Exhibit A”)

TOWN OF MEDLEY

Capital Projects & Economic Development Department
7777 NW 72nd Avenue, Medley, FL 33166



PROFESSIONAL SERVICE AGREEMENT

RFQ No. 2018-006

(CPED Project No. PW-0138)

MULTIMODAL MOBILITY STUDY AND IMPACT ASSESSMENT

(NW South River Drive from NW 122nd Street to NW 116th Way)

LAP PROGRAM AGREEMENT REFERENCE
Agreement Date: August 21, 2017
Contract No. G0069
Local Agency Vendor No. VF 596013404005
FPN: 440851-1
Federal ID: D617-062-B
County: Miami-Dade

June, 2018



Service Category Transportation Planning Services for the Performance of a
 Multimodal Mobility Study and Impact Assessment
 RFQ 2018-006 (CPED Project PW-0130)

Contract Type Project Specific

Consultant TBD

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ATTACHMENTS

ATTACHMENT A: SCOPE OF SERVICES

ATTACHMENT B: COMPENSATION AND PAYMENTS

ATTACHMENT C: FDOT CERTIFICATIONS AND FORMS



Service Category	Transportation Planning Services for the Performance of a Multimodal Mobility Study and Impact Assessment RFQ 2018-006 (CPED Project PW-0138)
Contract Type	Project Specific
Consultant	TBD
Consultant Office Location	TBD
Town Authorization	TBD

This Professional Services Agreement (“Agreement”) made this __ day of _____ in the year 2018 (“Agreement”) by and between the Town of Medley, Florida, a Florida municipal corporation, hereinafter called the "Town," and (Consultant’s Name), hereinafter called the "Consultant.”

RECITAL

A. The Town issued a Request for Qualifications (“RFQ”) No. 2018-006 on _____ for the provision of Transportation Planning Services for the Performance of a Multimodal Mobility Study and Impact Assessment for N.W. South River Drive between NW 122nd Street and NW 116th Way, (“Services”) and Consultant’s proposal (“Proposal”), in response thereto, was selected as the most qualified for the provision of said Services. The RFQ and the Proposal are sometimes referred to herein, collectively, as the Solicitation Documents, and are, by this reference, expressly incorporated into and made a part of this Agreement as if set forth in full.

B. WHEREAS, the Town, through action of the Mayor and Town Council, as applicable, has selected the Consultant in accordance with Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act, hereinafter referred to as “CCNA”), and the applicable provisions of the Town Procurement Ordinance C-357, to provide the professional services as described herein.

WITNESSES, that the Town and the Consultant, for the considerations herein set forth, agree as follows:



ARTICLE 1 DEFINITIONS

1.01 Additional Services means any Work defined as such in a Work Order, secured in compliance with Florida Statutes and Town Code.

1.02 Attachments mean the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.

1.03 Base Fee means the amount of compensation mutually agreed upon for the completion of Basic Services.

1.04 Basic Services means those services designated as such in a Work Order

1.05 Town Mayor means the duly appointed chief administrative officer of the Town of Medley.

1.06 Town or Owner means the Town of Medley, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the Owner of the Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to Town's authority as a governmental body and shall not be attributable in any manner to Town as a party to this Agreement. The Town of Medley shall be referred to herein as "Town". For the purposes of this Agreement, "Town" without modification shall mean the Mayor.

1.07 Construction Training/Qualification Program (CTQP) means the Town program for training and qualifying technicians in Aggregates, Concrete, Earth work, and Asphalt. The University of Florida Transportation Research Center (TRC) administers this program. Program information is available at the CTQP website.

1.08 Council means the legislative body of the Town of Medley.

1.09 Consultant means the individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, or engineers, which has entered into the Agreement to provide professional services to the Town.

1.10 Contractor means an individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the Town for construction of Town facilities and incidentals thereto.

1.11 Construction Project Manager means the Town employee assigned to manage the Construction Engineering and Inspection Services Agreement and represent the Town during the performance of the services covered under this Agreement.

1.12 Community Small Business Enterprise ("CSBE") means construction related enterprise, including a design-build firm, and any firm providing trades and/or services for the completion of a construction project, as defined in Chapter 10 of the Code of Miami-Dade County.

1.13 Department means or refer to the Department of Capital Projects and Economic Development (CPED).

1.14 Director means the Director of the Town Department designated herein who has the authority and responsibility for managing the specific project or projects covered under this Agreement. Unless otherwise specified herein or in a Work Order, for the purpose of this Agreement, the Director is the top administrator of the Department of Capital Projects and Economic Development or his designee.

1.15 Errors means items in the plans, specification or other documents prepared by the Consultant that are shown incorrectly, which results in a change to the Services and results in the need for the construction contractor to perform rework or additional work or which causes a delay to the completion of construction.

1.16 Errors and Omissions means design defects or deficiencies in the plans, specification or other documents prepared by the Consultant, which must be corrected in order for the project to function or be built as intended.



1.17 Inspector means an employee of the Town or of a consulting firm hired by the Town and assigned by the Town to make inspections of Work performed by a Contractor.

1.18 Key Personnel means Staff positions assigned on a full-time basis to the Program by the Program Coordinator with the Director's approval, to serve as an extension of the Town's staff typically working inside the Town's Department of Capital Projects and Economic Development or other requested Town facility.

1.19 Notice to Proceed means same as "Authorization to Proceed." A duly authorized written letter or directive issued by the Director or Project Manager acknowledging that all conditions precedent have been met and/or directing that Consultant may begin work on the Project.

1.20 Omissions means items in the plans, specification or other documents prepared by the Consultant that are not shown or included which are necessary for the proper and/or safe operation of the Project or required to meet the Scope of Services.

1.21 Primary Services mean those Services considered by Town to be fundamental to the successful management of the Project as stated in the RFQ, and in Attachment A of this Agreement.

1.22 Program means the Town's multi-year Capital Plan, prepared on an annual basis that details the planned financial resources and implementation schedule and strategies for the Town's capital projects over a five (5) year period.

1.23 Project Manager means an employee or representative of the Town assigned by the Director to manage and monitor the Services to be performed under this Agreement and the construction of a project as a direct representative of the Town.

1.24 Project means the design, construction, alteration and/or repair, and all services and incidentals thereto, of a Town facility as contemplated and budgeted by the Town. The Project or Projects shall be further defined in the Scope of Services and/or Work Order issued pursuant to this Agreement.

1.25 Professional Services means those services within the scope of the practice of architecture, professional engineering, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, or registered surveyor or mapper in connection with his or her professional employment or practice. These services may be abbreviated herein as "architectural/ engineering services" or "professional services", as applicable, which are within this definition.

1.26 Professional Services Agreement ("Agreement" or "PSA") means this Agreement and all attachments and any authorized amendments thereto. In the event of a conflict between the Request for Qualifications ("RFQ") and the Consultant's response thereto, the RFQ shall control. In the event of any conflict between the Consultant's response to the RFQ and this PSA, this PSA shall control. In the event of any conflict between this PSA and its attachments this PSA shall control.

1.27 Resolution means the document constituting the official approval of the Town Council as required for the Mayor to execute this Agreement or increase the Project Budget, among other matters.

1.28 Risk Administrator means the Town's Risk Management Administrator, or designee, or the individual named by the Mayor to administer matters relating to insurance and risk of loss for the Town.

1.29 Scope of Services or Services means a comprehensive description of the activities, tasks, design features, objectives, deliverables and milestones required for the completion of Project or an assignment with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.

1.30 Small Business Enterprise ("SBE") means an architectural, landscape architectural, engineering or surveying and mapping professional services, including a design-build firm, as defined in Section 2-10.4.01 of the Code of Miami-Dade County

1.31 Sub Consultant/Subcontractor means a person or organization of properly registered professional architects, engineers, registered surveyor or mapper, and/or other professional specialty that has entered into a written agreement with the Consultant to furnish specified professional services for a Project or task.



1.32 Verification Testing and Inspection means the level of testing and inspection as defined in the latest version of the Florida Department of Transportation (FDOT) Standard Specifications (Red Book) and FDOT's Construction Project Administration Manual (CPAM).

1.33 Wage Rates means the effective direct expense to Consultant and/or Sub-Consultant, on an hourly rate basis, for employees in the specified professions and job categories assigned to provide services under this Agreement that justify and form the basis for professional fees regardless of actual manner of compensation.

1.34 Work means all services, materials and equipment provided by, or under this Agreement with the Consultant.

1.35 Work Order means a document internal to the Town authorizing the performance of specific professional services for a defined Project or Projects.

1.36 Work Order Proposal means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant on a specific Project or phase of a Project.



ARTICLE 2 GENERAL CONDITIONS

2.01 TERM

The term of this Agreement shall take effect upon the date written above upon its execution by the authorized officers and shall terminate upon satisfaction and completion of all the terms and conditions of the Project by the Consultant.

2.02 SCOPE OF SERVICES

Consultant agrees to provide the Services as specifically described and set forth in Attachment "A – Scope of Services" hereto, which by this reference is incorporated into and made a part of this Agreement.

2.03 COMPENSATION

2.03-1 Compensation Limits

The amount of compensation payable by the Town to the Consultant shall generally be a lump sum not to exceed fee, based on the rates and schedules established in **Attachment B, Compensation and Payments**, hereto, which is incorporated into this Agreement; provided, however, that in no event shall the amount of compensation exceed (total value of award) (\$_____) in total over the term of the Agreement and any extension(s), unless explicitly approved by action of the Town Council as applicable, and put into effect by written amendment to this Agreement. Said fee is comprised of a fee for Basic Services of \$_____ plus \$_____ for Additional Services and \$_____ for Reimbursable Expenses. The Town may, in its sole and absolute discretion use other compensation methodologies.

2.03-2 Payments

Unless otherwise specifically provided in **Attachment B, Compensation and Payments**, payment shall be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Consultant's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should Town require one to be performed. The Consultants' invoice must be a "Proper Invoice" as defined by Section 218.72, Florida Statutes. If Consultant is entitled to reimbursement of travel expenses, then all bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. The Consultant shall utilize **Attachment B, Scheduled B2 - Consultant Invoice**, for the submission of invoices. Invoicing shall be submitted on a monthly basis, and in accordance with Article B4, **Payments to the Consultant**.

ARTICLE 3 PERFORMANCE

3.01 PERFORMANCE AND DELEGATION

The Services to be performed hereunder shall be performed by the Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town. Said approval shall not be construed as constituting an agreement between the Town and said other person or firm.

3.02 REMOVAL OF UNSATISFACTORY PERSONNEL

Director or designee may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant, or any Sub-Consultants or subcontractors, or any personnel of any such Sub-Consultants or sub-contractors engaged by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant shall respond to Town within fourteen (14) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by Consultant. Such request shall solely relate to said employees work under this Agreement.

3.03 CONSULTANT KEY STAFF

The parties acknowledge that Consultant was selected by Town, in part, on the basis of qualifications of particular staff identified in Consultant's response to Town's solicitation, hereinafter referred to as "Key Staff". Consultant shall ensure that Key Staff are available for Work hereunder as long as said Key Staff is in Consultant's employ. Consultant will obtain prior written acceptance of Director or designee to change Key Staff. Consultant shall provide Director, or designee with such information as necessary to determine the suitability of proposed new Key Staff. Director will act reasonably in evaluating Key Staff qualifications. Such acceptance shall not constitute any responsibility or liability for the individual's ability to perform.



3.04 TIME FOR PERFORMANCE

The Consultant agrees to start all Work hereunder upon receipt of a Notice to Proceed issued by the Director and to complete each assignment, task or phase within the time stipulated in the Notice to Proceed. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various assignments, tasks or phases may be granted by the Town should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation. Time is of the essence in performance of services under this agreement.

3.05 STANDARD OF CARE

Consultant is solely responsible for the technical accuracy and quality of their Services. Consultant shall perform all Services in compliance with Florida Administrative Code Rule 61G15-19.001(4) and Section 471.033(1) of the Florida Statutes, as amended. Consultant shall perform due diligence, in accordance with the care and skill ordinarily used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality as codified in Florida Administrative Code 61G15-19.001(4), in gather information and inspecting a Project site prior to the commencement of design. Consultant shall be responsible for the professional quality, technical accuracy and coordination of all design, drawings, specification, and other Services furnished by the Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors, omissions, and/or deficiencies in its designs, drawings, specification or other Services. Consultant shall also be liable for claims for delay costs, and any increased costs in construction, including but not limited to additional work, demolition of existing work, rework, etc., resulting from any errors, omissions, and/or deficiencies in its designs, drawings, specification or other Services.

ARTICLE 4 SUB CONSULTANTS

4.01 GENERAL

4.01-1 A Sub consultant, as defined in Article 1.26 is a firm that was identified as part of the consulting team in the competitive selection process by which Consultant was chosen to perform the services under this Agreement.

4.02 SUB CONSULTANT RELATIONSHIPS

4.02-1 All services provided by the Sub-Consultants shall be performed pursuant to appropriate written agreements between the Consultant and the Sub-Consultants, which shall contain provisions that preserve and protect the rights of the Town under this Agreement.

4.02-2 Nothing contained in this Agreement shall create any contractual or business relationship between the Town and the Sub-Consultants. The Consultant acknowledges that Sub-Consultants are entirely under its direction, control, supervision, retention and/or discharge.

4.03 CHANGES TO SUB CONSULTANTS

The Consultant shall not add or modify change any Sub-Consultant listed in Schedule A1 without prior written approval by the Director or designee, in response to a written request from the Consultant stating the reasons for any proposed substitution.

ARTICLE 5 DEFAULT

5.01 GENERAL

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant shall be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default shall be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing, Consultant shall be liable to the Town for all expenses incurred by the Town in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the Town in the re-procurement of the Services, including consequential and



incidental damages. In the event of default, Town may also suspend or withhold reimbursements from Consultant until such time as the actions giving rise to default have been cured.

5.02 CONDITIONS OF DEFAULT

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

5.02-1 Consultant fails to obtain or maintain the professional engineering certification/licensure, insurance or bonding herein required.

5.02-2 Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.

5.02-3 Consultant fails to commence the Services within the time provided or contemplated herein or fails to complete the Work in a timely manner as required by this Agreement.

5.03 TIME TO CURE DEFAULT; FORCE MAJEURE

The Town, through the Director or designee, shall provide written notice to the Consultant as to a finding of default, and the Consultant shall take all necessary action to cure said default within time the stipulated in said notice, after which time, the Town may terminate the Agreement. The Town, at its sole and absolute discretion, may allow additional days to perform any required cure if the Consultant provides written justification deemed reasonably sufficient. If the Default has not been corrected by the Consultant within the time specified, the Agreement shall be automatically terminated on the last day of the time stipulated in said notice, without the necessity of any further action by the Town.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as that term is interpreted under Florida law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure. No additional moneys or fees will be payable by the Town it being agreed that due to FORCE MAJEURE only a time extension may be granted at the sole discretion of the Town.

ARTICLE 6 TERMINATION OF AGREEMENT

6.01 TOWN'S RIGHT TO TERMINATE

The Town, including the Mayor, Director, or the Director's authorized designee has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Director or the Director's authorized designee. The Consultant shall be paid in accordance with provisions of Attachment B, provided that said documentation is turned over to Director or designee within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Consultant until all documentation is delivered to the Director or designee.

6.01-1 Consultant shall have no recourse or remedy from a termination made by the Town except to retain the fees earned compensation for the Services that was performed in complete compliance with the Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the Town, its officials or employees.

6.02 CONSULTANT'S RIGHT TO TERMINATE

The Consultant shall have the right to terminate this agreement, in writing, following breach by the Town, if breach of contract has not been corrected within sixty (60) days from the date of the Town's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement.

6.03 TERMINATION DUE TO UNDISCLOSED LOBBYIST OR AGENT

Consultant warrants that it 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 or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, Council, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.



For the **breach or violation** of this provision, the Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 7 DOCUMENTS AND RECORDS

7.01 OWNERSHIP OF DOCUMENTS

All tracings, plans, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, including all electronic digital copies will be considered works made for hire and will, based on incremental transfer wherein the above shall become the property of the Town upon payments made to Consultant or termination of this Agreement without restriction or limitation on their use, and will be made available, on request, to Town at any time during the performance of such services and/or upon completion or termination of this Agreement. Consultant shall not copyright any material and products or patent any invention developed under this Agreement. The Town shall have the right to visit the site for inspection of the work and the products of Consultant at any time. The Consultant shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the Town's use and occupancy of the Project

7.02 DELIVERY UPON REQUEST OR CANCELLATION

Failure of the Consultant to promptly deliver all such documents, both hard copy and digital, to the Director or designee within ten (10) days of cancellation, or within ten (10) days of request by the Town, shall be just cause for the Town to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant shall have no recourse from these requirements.

7.03 RE-USE BY TOWN

It is understood that all Consultant agreements and/or Work Orders for new Services will include the provision for the re-use of plans and specifications, including construction drawings, at the Town's sole option, and by virtue of signing this Agreement Consultant agrees to such re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use. The Consultant will not be liable for re-use by the Town of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

7.04 NONDISCLOSURE

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Director or designee's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, Sub-Consultants and subcontractors to comply with the provisions of this paragraph.

7.05 MAINTENANCE OF RECORDS; PUBLIC RECORDS

The Consultant shall keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of the Public Records Law, Florida Statutes Chapter 119, shall be kept in accordance with the applicable statutes. Otherwise, the records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment. The Town, or any duly authorized agents or representatives of the Town, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above, provided, however, such activity shall be conducted only during normal business hours.

Consultant shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) Keep and maintain public records required by the Town to perform the service; (2) upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer



the records to the Town; (4) upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town. Access to records shall also be available to the Federal Highway Administration (FHWA).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT VIA EMAIL AT LTABOADA@TOWNOFMEDLEY.COM, OR REGULAR MAIL AT TOWN OF MEDLEY OFFICE OF THE TOWN CLERK AT 7777 NW 72 AVENUE, MEDLEY FL 33166.

7.06 E-VERIFY

Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the Contract and shall expressly require any Sub consultant performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

ARTICLE 8 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify, save, defend and hold harmless the Town, the State of Florida, Department of Transportation, and their respective officers and employees, from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, carelessness, negligent act or omission, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement.

This indemnification shall survive the termination and/or expiration of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Town's sovereign immunity. In the event that any action or proceeding is brought against the Town by reason of any such claim or demand, the Consultant shall, upon written notice from the Town, resist and defend such action or proceeding by counsel satisfactory to the Town. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Consultant to defend, at its own expense, to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the Town whether performed by the Consultant, or persons employed or utilized by Consultant.

This indemnity will survive the cancellation or expiration of this Agreement. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of §725.06 and/or §725.08, Florida Statutes, as applicable and as applicable.

The Consultant shall require all Sub consultant agreements to include a provision that they will indemnify the Town, the State of Florida Department of Transportation, and its officers and employees.

The Consultant agrees and recognizes that the Town shall not be held liable or responsible for any claims



which may result from any actions or omissions of the Consultant in which the Town participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Consultant or other acts of the Consultant, the Town in no way assumes or shares any responsibility or liability of the Consultant or Sub- Consultant, under this Agreement.

Ten dollars (\$10) of the payments made by the Town constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Consultant.

ARTICLE 9 INSURANCE

The Consultant shall not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town's Capital Projects and Economic Development (CPED) Director or his/her authorized designee, has approved such insurance.

9.01 COMPANIES PROVIDING COVERAGE

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the CPED Director. All companies shall have a Florida resident agent and be rated at least A-X, in accordance with A.M. Best Company's Key Rating Guide, latest edition.

9.02 VERIFICATION OF INSURANCE COVERAGE

The Consultant shall furnish certificates of insurance to the Risk Administrator for review and approval prior to the execution of this Agreement. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. Consultant shall maintain coverage with equal or better rating as identified herein for the term of this contract. Consultant shall provide written notice to the Town's Department of CPED of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change.

Consultant shall furnish copies of insurance policies pertaining to this Agreement to CPED Department within ten (10) days of written request.

9.03 FORMS OF COVERAGE

9.03-1 COMMERCIAL GENERAL LIABILITY

The Consultant shall maintain commercial general liability coverage written on a primary and non-contributory basis, with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. The coverage shall include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements as applicable. The coverage shall be written on a primary and non-contributory basis with the Town listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read (30) days / (10) days for nonpayment.

9.03-2 BUSINESS AUTOMOBILE

The Consultant shall provide business automobile liability coverage including coverage for all owned, hired and non-owned autos with a minimal combined single limit of \$1,000,000 naming the Town as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/ (10) days for nonpayment.

9.03-3 PROFESSIONAL LIABILITY INSURANCE

The Consultant shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$1,000,000 per claim, \$1,000,000 aggregate providing for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of the services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance shall be maintained for at least one year after completion of the construction and acceptance of any project covered by this Agreement.

9.03-4 WORKER'S COMPENSATION INSURANCE

The Consultant shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence.



9.03-5 SUB-CONSULTANT COMPLIANCE

Consultant shall ensure that all Sub-Consultants comply with these same insurance requirements.

9.04 MODIFICATIONS TO COVERAGE

The CPED Director or his/her authorized designee reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) calendar day written notice to the Consultant in accordance with Article 10.06, Notices, herein. The Consultant shall comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from the Town accompanied by justification.

ARTICLE 10 MISCELLANEOUS

10.01 AUDIT RIGHTS

The Florida Highway Administration (FHWA), Office of Inspector General (OIG), Florida Department of Transportation (FDOT) and the Town of Medley reserves the right to audit the Consultant's accounts during the performance of this Agreement and for five (5) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Director, to approve any requests for payment by the Consultant. The inspection and audit provisions provided for Town contracts set forth in Section 18-101 and Section 18-102 of the Town Code, are applicable to this Agreement and are deemed as being incorporated by reference herein.

10.02 ENTIRE AGREEMENT

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

10.03 SUCCESSORS AND ASSIGNS

The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Consultant without the written consent of the Town, acting by and through its Town Council. It is understood that a sale of the majority of the stock or partnership shares of the Consultant, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Consultant's services are unique in nature and any transference without Town Council approval shall be cause for the Town to cancel this Agreement. The Consultant shall have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town Attorney as a condition precedent to considering approval of an assignment.

The Consultant and the Town each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

10.04 TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultant's Competitive Negotiation Act, for any Project to be compensated under the Lump Sum method, the Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of Notice to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the Town determines the project price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such price adjustments will be made within one (1) year following the end of the Project.

10.05 APPLICABLE LAW AND VENUE OF LITIGATION

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Agreement, or arising out of this Agreement, shall be brought in Miami-Dade County, Florida. Each party shall bear its own attorney's fees.



10.06 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR TOWN OF MEDLEY:

Mayor Roberto Martell
Town of Medley
7777 NW 72nd Avenue
Medley, FL 33166
Email: rmartell@townofmedley.com
Phone: (305) 887-9541

Stephen J. Helfman
Town Attorney
Weiss Serota Helfman Cole & Bierman, PL
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 32134
Email: shelfman@wsh-law.com
Phone: (305) 854-0800

With Copies to:

Jorge E. Corzo, P.E., Director
Department of Capital Projects and Economic Development
Town of Medley
7777 NW 72nd Avenue
Medley, FL 33166
Email: jcorzo@townofmedley.com
Phone: (305) 887-9541, Ext. 143

For Consultant:

TBD



10.07 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.08 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of the Town and Consultant and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

10.09 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

10.10 MEDIATION - WAIVER OF JURY TRIAL

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and /or construction of the subject project(s), and/or following the completion of the projects(s), the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Consultant agrees to include such similar contract provisions with all Sub-Consultants and/or independent contractors and/or Consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution. Each party shall bear their own attorney's fees.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

10.11 TIME IS OF THE ESSENCE

Time is of the essence in this Agreement. Consultant shall promptly perform its duties under this Agreement and Work Orders pursuant hereto and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with this Agreement. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in this Agreement and/or Work Orders pursuant hereto.

10.12 COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions including, without limitation, the Americans with Disabilities Act ("ADA"), as amended, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. The Consultant represents and warrants that there shall be no unlawful discrimination as provided by law in connection with the performance of this Agreement.

10.12-1 Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.



10.12-2 OSHA COMPLIANCE

The Consultant warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances. The Town reserves the right to refuse Consultant access to Town property, including project jobsites, if Consultant employees are not properly equipped with safety gear in accordance with OSHA regulations or if a continuing pattern of non-compliance with safety regulations is exhibited by the Consultant.

10.12-3 ADA COMPLIANCE

Consultant shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, the Consultant shall take affirmative steps to insure nondiscrimination in employment of disabled persons.

10.13 NO PARTNERSHIP

Consultant is an independent contractor. This Agreement does not create a joint venture, partnership or other business enterprise between the parties. The Consultant has no authority to bind the Town to any promise, debt, default, or undertaking of the Consultant.

10.14 DISCRETION OF DIRECTOR

Any matter not expressly provided for herein dealing with the Town or decisions of the Town shall be within the exercise of the reasonable professional discretion of the Director or the Director's authorized designee.

10.15 RESOLUTION OF CONTRACT DISPUTES:

Consultant understands and agrees that all disputes between it and the Town based upon an alleged **violation of the terms** of this Agreement by the Town shall be submitted for resolution in the following manner.

The initial step shall be for the Consultant to notify the Project Manager in writing of the dispute and submit a copy to the Town of Medley personnel identified in Article 10.06, Notices.

Should the Consultant and the Project Manager fail to resolve the dispute the Consultant shall submit their dispute in writing, with all supporting documentation, to the Director, as identified in Article 10.06, Notices. Upon receipt of said notification the Director shall review the issues relative to the dispute and issue a written finding.

Consultant must submit any further appeal in writing within five calendar days to the Town Attorney. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Consultant. Appeal to the Town Attorney for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation hereunder exceed the contract amount, the decision shall be approved or disapproved by the Town Council. Consultant shall not be entitled to seek judicial relief unless:

- (i) it has first received Town Attorney's written decision, approved by the Town Council if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Attorney a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Attorney's decision is subject to Town Council approval; or
- (iii) Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Attorney.

10.16 INDEPENDENT CONTRACTOR:

Consultant has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the Town, nor any rights generally afforded classified or unclassified employees. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Consultant and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering services to the Town under this Agreement.



10.17 CONTINGENCY CLAUSE:

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

10.18 THIRD PARTY BENEFICIARY

Consultant and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

10.19 PERFORMANCE EVALUATIONS

The Town shall conduct performance evaluations during and after completion of agreements with Consultants, which are used as a basis for the awarding of future work as well advising the Consultant of their performance.

10.20 DISADVANTAGE BUSINESS ENTERPRISE (DBE) REPORTING

The Consultant shall complete the Anticipated DBE Participation Statement through the Equal Opportunity Compliance system within three business days after the pre-construction or pre-work conference for all federal and state funded projects. Consultant shall assist FDOT in tracking and reporting planned or estimated DBE utilization. The Town and FDOT currently have a race neutral program with a ___ goal as certified under the Florida Unified Certification Program. During the term of the Agreement, the Consultant shall be required to report payments to DBE and MBE Sub-Consultants through the web-based Equal Opportunity Compliance (EOC) system.

Note: The Consultant must report DBE utilization or the lack thereof. All DBE payments must be reported whether or not you initially planned to utilize the firm. All questions regarding DBE reporting should be directed to EOOHelp@dot.state.fl.us.

10.21 BID OPPORTUNITY LIST REPORTING

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote sub-Consultants on FDOT-assisted projects, including DBE's and non-DBE's.

Proposers shall complete the Bidders Opportunity List through the Equal Opportunity Compliance system within three business days of submission of the proposal for ALL Sub consultants who quote to you for specific services for this solicitation. The web address to the Equal Opportunity Compliance system is listed below:

<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>

10.22 DRUG FREE WORKPLACE CERTIFICATION

The Consultant hereby certifies that it will provide a drug-free workplace program by:

- a. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Consultant's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Giving all employees engaged in performance of the Agreement a copy of the statement required by subparagraph (1);
- d. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
 - (i) Abide by the terms of the statement; and,



- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the Town in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- f. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and,
- g. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (7).



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST: **Consultant, (TBD)**, a Florida corporation

Signature

Signature

Print Name, Title

Print Name, Title of Authorized Officer or Official

ATTEST: (Corporate Seal)

Consultant Secretary
(Affirm Consultant Seal, if available)

ATTEST: **TOWN OF MEDLEY**, a municipal corporation of
the State of Florida

Herlina Taboada, Town Clerk

Roberto Martell, Mayor

APPROVED AS TO INSURANCE
REQUIREMENTS:

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Roy Danziger, Finance Director

Stephen J. Helfman, Town Attorney



**CERTIFICATE OF AUTHORITY
 (IF CORPORATION OR LLC)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

**CERTIFICATE OF AUTHORITY
 (IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the partnership to execute agreements on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____

Print: _____

Names and addresses of partners:

Name	Street Address	Town	State	Zip



**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Agreement to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__.

Signed: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

TOWN OF MEDLEY

Capital Projects & Economic Development Department
7777 NW 72nd Avenue, Medley, FL 33166



(Attachment A)
Scope of Services

RFQ No. 2018-006

(CPED Project No. PW-0138)

MULTIMODAL MOBILITY STUDY AND IMPACT ASSESSMENT

(NW South River Drive from NW 122nd Street to NW 116th Way)

LAP PROGRAM AGREEMENT REFERENCE
Agreement Date: August 21, 2017
Contract No. G0069
Local Agency Vendor No. VF 596013404005
FPN: 440851-1
Federal ID: D617-062-B
County: Miami-Dade

June, 2018



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I. GENERAL PROJECT DESCRIPTION

The Town of Medley desires to conduct a *Multimodal Mobility Study and Impact Assessment* to improve the transportation conditions within the Town including bicycling, walking, and public transit options for South River Drive from NW 122nd Street to NW 116th Way. The study length is approximately 3,300 lineal feet. The *Multimodal Mobility Study and Impact Assessment* will achieve two primary outcomes.

1. Conduct a master planning study to identify specific transit and non-motorized transportation improvements that will become part of work programs for the Town and its transportation partners. This study will include an assessment of bicycle facilities, sidewalks, pavement improvements, American with Disabilities Act (ADA) improvements, drainage and lighting enhancements.
2. Conduct a right of way and environmental assessment for improvements within the project limits.

Some of the important opportunities that will be addressed in the Study are shown on the Multimodal Mobility Study Opportunities Map and listed below.

- Improve multimodal connections to the Palmetto Metrorail Station through transit circulator and bicycle facility improvements.
- Improve multimodal connections from the east side of Town to the Okeechobee Metrorail Station by leveraging improvements identified in the Metropolitan Planning Organization (MPO)'s Non-Motorized Network Connectivity Plan.
- Improve transit, pedestrian, and bicyclist connectivity to Town Hall, which is not directly on an existing Metrobus route.
- Enhance recreational, social, and learning opportunities by improving connectivity to the Tobie Wilson Recreational Center and Library.
- Provide multimodal opportunities to access key destinations such as retail centers in surrounding municipalities. There is a lack of retail options within the Town.
- Improve multimodal connections to large employment centers within the Town including industrial and commercial.
- Plan for multimodal connectivity in potential annexation areas.

The Consultant will develop focused, cost-conscious recommendations that build upon existing resources. The study will focus on linking key Town destinations together including Town Hall, Palmetto Metrorail Station, residential neighborhoods, parks, and key employment areas, as well as key destinations in surrounding municipalities.

The Town of Medley desires to enhance the existing transportation system and mobility choices available to residents, workers, and visitors to the Town, while setting up the potential to build upon future opportunities such as upcoming annexations and the NW 87th Avenue corridor. The Study will focus on pedestrian and bicycle transportation projects, as well as enhancing access to public transportation. One potential strategy to incorporate is the potential of identifying ways of incorporating bicycle and pedestrian improvements into other Town projects such as water and sewer improvements and roadway resurfacing projects.



II. GOVERNING REGULATIONS

The Consultant will use the latest editions of the following Manuals and Guidelines to perform work for the Study.

- Florida Statutes
- Florida Administrative Code
- Applicable Federal Regulations, U.S. Codes, and Technical Advisories
- Florida Department of Transportation PD&E Manual
- Florida Department of Transportation EDTM Manual
- Florida Department of Transportation Public Involvement Handbook
- Florida Department of Transportation Plans Preparation Manual
- Highway Capacity Manual
- Manual on Uniform Traffic Studies (MUTS)
- Manual of Uniform Traffic Control Devices (MUTCD)
- Minimum Standards for Design, Construction, and Maintenance of Streets and Highways (Florida Greenbook)
- Policy on Geometric Design of Highways and Streets (AASHTO)
- Guide for the Development of Bicycle Facilities (AASHTO)
- Highway Safety Manual (AASHTO)
- Florida Department of Transportation Right of Way Mapping Handbook
- Florida Department of Transportation Right of Way Procedures Manual
- Florida Department of Transportation Quality/Level of Service Handbook
- Project Traffic Forecasting Handbook & Project Traffic Forecasting Procedure 525-030-120
- Traffic Analysis Handbook
- Federal Transit Administration (FTA) And Federal Rail Administration (FRA) Program Guidance
- Florida Department of Transportation Project Management Handbook
- Florida Department of Transportation Traffic Engineering Manual
- Florida Department of Transportation Intersection Design Guide

III. PROJECT MANAGEMENT PLAN

The Town requires that the Consultant create and submit a Project Management Plan (PMP) that outline the approach that will be used to ensure successful completion of this project. No work may begin prior to the submission and approval of the PMP. After the Project



Management Plan is approved, the Consultant shall keep it updated as necessary or upon notification by the Town of a deficiency in the Project Plan. Any change to the Project Plan must be approved by the Town.

IV. CONTRACT MANAGEMENT

The Consultant is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The Consultant is responsible for preparing monthly progress reports and schedule updates. Progress reports will be delivered to the Town in a format prescribed by the Town Project Manager with the corresponding invoice.

The Consultant will regularly communicate the status of the project with the Town while managing sub-consultant efforts and executing sub-consultant agreements.

V. COMMUNICATION

The Town Project Manager will be the representative of the Town for the Project. The Consultant must regularly communicate with the Town Project Manager to discuss and resolve issues or solicit opinions regarding this Project. The Consultant must include the Town when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this Project remains with the Town's Project Manager.

All written correspondence between the Consultant and any party pertaining specifically to this Project must be reviewed and approved by the Town. The Consultant must respond to information requests relative to the Study from third parties at the direction, and with the approval of the Town. The Consultant will assist the Town in preparing the content of the letters from Town personnel to other agencies, public officials, and others as needed or requested.

VI. UNAUTHORIZED WORK

The Consultant shall not begin work until the Town issues a Notice to Proceed. Such Notice to Proceed shall constitute the Town's authorization to begin work and is an express condition precedent to the Consultant being authorized to commence the Work. Any unauthorized work performed by the Successful Proposer shall be deemed non-compensable by the Town and Proposer will not have any recourse against the Town for performing unauthorized work.

VII. MEETINGS AND PRESENTATIONS

The Consultant will attend the Notice to Proceed Meeting, where Town representatives will outline relevant contract and Project information provided by the Town Project Manager.

The Consultant shall attend meetings necessary to undertake the activities of this Scope of Services. This includes meetings with the Town staff and or resources agency staff, other consultants, or other miscellaneous meetings.

The Consultant will attend meetings or make presentations at the request of the Town with at least five (5) business days' notice. The Consultant will prepare meeting notes for all meetings and submit them within five (5) working days to the Town's Project Manager for review.



VIII. SCOPE OF WORK

TASK 1: EXISTING CONDITIONS ASSESSMENT

The Consultant will conduct a multimodal assessment of the existing transportation conditions within the Town of Medley as listed below.

a. Identify gaps or obstacles within the existing network.

The study will utilize geographic information systems (GIS) to develop a database of information on existing facilities including bicycle facilities and pedestrian level of service (PLOS) on major roadways. In addition, GIS can help with spatial analysis of the existing conditions to identify gaps. The gaps will be identified through reviewing existing data sources, field reviews of existing conditions, and meetings with Town staff knowledgeable of existing street conditions.

b. Identify opportunities within the existing network.

Obstacles or barriers to walking and bicycling will be identified through the field reviews of existing conditions and by gathering input from local stakeholders. The study will also identify existing opportunities within the network to provide bicycling and walking mobility improvements.

c. Create a map that outlines the existing network and highlights existing obstacles.

The study will summarize the existing network, gaps, and opportunities on a map produced using GIS.

TASK 2: DATA ANALYSIS

The Consultant will compile and analyze the following relevant multimodal transportation data:

a. Conduct a review of existing transportation studies and plans.

The Consultant will review and summarize existing and funded non-motorized transportation projects. The study will begin with the Geographic Information System (GIS) database of existing and funded bicycle projects maintained by the Miami-Dade Metropolitan Planning Organization (MPO) and utilized as part of the Miami-Dade MPO 2040 Bicycle and Pedestrian Plan. The existing and funded projects database forms the committed network to identify connectivity projects as part of this Study. The Consultant will also review the MPO's Long Range Transportation Plan (LRTP), Unified Planning Work Program (UPWP), and Transportation Improvement Program (TIP) to identify potential candidate projects where non-motorized network connectivity solutions can be applied.

b. Identify other development or policy initiatives that may advance the multimodal transportation agenda of the Town of Medley.

The study will include a review of area-wide transportation plans, such as the *Miami-Dade Transit* (MDT), *Transit Development Plan* (TOP), *Palmetto Station Terminal Improvements Plan*, and the *Comprehensive Development Master Plan* (CDMP), to synthesize public transit and land use connection opportunities. In addition, the Consultant will review and summarize findings from documents that help establish the context for this Study including the National Complete Streets Coalition initiative,



Project for Public Spaces, National Household Travel Survey, American Community Survey (ACS) Journey-to-Work data, Designing Walkable Urban Thoroughfares: A Context Sensitive Approach, and the NACTO Urban Bikeway Design Guide.

c. Produce a data analysis report to summarize the multimodal mobility analysis for the Town of Medley.

Based on the Existing Conditions Assessment conducted in Task 1 and the Data Analysis conducted in Task 2, the Consultant will produce a report with emerging opportunities for Medley to leverage in its multimodal plan and illustrate these opportunities on a map produced in GIS.

TASK 3: INTERAGENCY COORDINATION

Coordination with the MPO, Miami-Dade County, Florida Department of Transportation (FDOT), adjacent municipalities and other agencies is essential in developing accurate information to provide a foundation for completing the Study. The Town will form a comprehensive Study Advisory Committee (SAC) to provide guidance and review study deliverables for quality and content. The SAC will facilitate interagency coordination.

- Miami-Dade MPO
- Town of Medley
- FDOT Office of Intermodal Systems Development
- FDOT Traffic Operations Office
- Miami-Dade Department of Transportation and Public Works
- Miami-Dade Parks, Recreation and Open Spaces Department (MDPROS)
- City of Doral
- City of Hialeah
- City of Hialeah Gardens

The SAC will meet a total of three times throughout the course of the study.

In addition, the Consultant will seek input from the MPO's Transportation Planning Council (TPC) to provide input on the study before the Plan is finalized in order to achieve consensus from all the key stakeholder groups.

TASK 4: PUBLIC INVOLVEMENT

The purpose of this task is to provide opportunity for the community to be engaged and involved in the process regarding multimodal opportunities. The Consultant will coordinate and perform the appropriate level of public involvement for this Project as outlined in the *FDOT Public Involvement Handbook*.

The Consultant will provide the Town drafts of all public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) for review and approval at least 5 business days prior to printing and / or distribution.



The Consultant is responsible for creating a Public Involvement Plan (PIP) using existing work developed by the Town as a starting reference. The PIP must include a public involvement schedule and identify potentially affected stakeholders and communities in the vicinity of the project to establish the appropriate outreach methods. This includes consideration of the demographics of the Study Area and any reasonable accommodations including, but not limited to, disabled, transit- dependent, limited English proficient (LEP), elderly, low income, or minority. The Consultant will review and attach the Sociocultural Data Report (SDR) to the PIP. At a minimum, the PIP must include the following:

- Project background
- Project goals
- Identification of elected officials and agencies
- Identification of affected communities and stakeholders
- Identification of media (e.g. television, radio, newspaper) for news and/or advertisement
- Proposed involvement activities
- Anticipated schedule of involvement activities
- Methodology for collecting and responding to public comments
- Discussion of public comments will be analyzed and incorporated, as appropriate

As part of the Project's PIP the Consultant will develop public involvement materials using the Town's approved template and submit the information to be uploaded to the Town's project website.

The Consultant will assist the Town with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the Project. The Consultant will maintain and regularly update both an electronic and paper public involvement project file, which will document a record of all public involvement activities for this project.

The Consultant is responsible for identifying and maintaining the Project mailing list that may include officials and interested parties (any person or institution expressing an interest in the project), affected parties, and potential permit and review agencies.

The Consultant will work with the Town to generate or obtain mailing labels of property owners using the County Property Appraisers' Offices.

The Town proposes to conduct a Public Workshop to help engage the public in the development of the Study. Town staff will choose the location of the Public Workshop during a date/time that is mutually agreeable to the Town project manager and Consultant project manager. It is understood that the Consultant will not be responsible for advertising or setting up the meetings as this task will be handled by Town staff. The Consultant will be responsible



for developing Workshop content. The Workshop format will be structured for individuals to come and hear a formal presentation and then stay at their leisure, work directly with our team, and take part in creating the draft mobility network, bike and pedestrian facility projects, and policy development. The consultant will depict collected data on GIS maps. The maps will include critical information, such as where bicycle and pedestrian facilities currently exist and where they do not. The gaps analysis will enable participants to look for route alternatives based on where facilities do or do not exist. Participants can also look for ways to fill in short gaps instead of selecting a route that requires all new facilities, such as bike lanes or a separated path. The Town will work with Town staff to organize an inter-agency coordination meeting with key representatives of adjacent municipalities and agencies that will be important for implementation, such as the Florida Department of Transportation (FDOT), Miami-Dade County Public Works and Waste Management (PWWM), Miami-Dade Transit (MDT), and South Florida Water Management District (SFWMD).

TASK 5: TRANSIT CIRCULATOR STUDY UPDATE

As part of the Multimodal Mobility Study, the Consultant will update the Transit Circulator Study prepared in 2006. Transit and non-motorized facilities and enhancements will be integrated in this study in order to consider the comprehensive whole.

The Transit Circulator Study update will include the following elements.

a. Update demographic data related to transit indicators.

The study will update data such as household income level, percentage of elderly residents, percentage of automobile unavailability, as well as employment data related to the trip attraction market with emphasis on connecting the Metrorail station to employment centers.

b. Transit circulator recommendations.

The recommendations for transit circulator service will be examined and adjusted as necessary to meet current conditions. Recommendations will include items such as route alignment, vehicle type, headways, hours of operation, and service promotion.

c. Implementation strategies.

The study will provide recommendations for the municipal transit circulator regarding system requirements, vehicle fleet, preliminary cost estimates, and funding sources.

TASK 6: RIGHT OF WAY IMPACT ASSESSMENT

The study will include a right-of-way impact assessment for proposed improvements, which include reconstructed pavement, ADA-compliant sidewalks, bicycle lanes, and drainage. The proposed 60-foot wide roadway easement will include converting the existing 2-lane swale-drainage roadway into a 3-lane curb-and-gutter roadway with the center lane being a continuous two-way left-turn lane. The NW South River Drive improvements will serve an important multimodal function by providing bicycle lane implementation, ADA compliant sidewalks, and drainage, creating a safer non-motorized transportation access for the businesses along NW South River Drive.



The consultant will prepare Conceptual typical sections for the three primary segments of the project limits. The purpose of the conceptual typical sections is to define the width requirements of the roadway to accommodate the desired project features.

- NW South River Drive from NW 116th Way to NW 118th Way
- NW South River Drive from NW 118th Way to NW 121 St Way
- NW South River Drive from NW 121st Way to NW 122nd Street

Right-of-way mapping will be gathered from existing sources. A conceptual project layout in planimetric view will be prepared for the proposed typical section improvements and overlaid on existing right-of-way mapping. The conceptual plan map will be prepared using available information from available right-of-way mapping, aerial photography, and site observations and measurements. The conceptual plan map created will be suitable for this master planning exercise, not for construction documents.

The quantity of right-of-way requirements will be calculated based on the results of the conceptual project layout mapping compared to existing right-of-way data. The impact of right-of-way requirements will be documented.

TASK 7: ENVIRONMENTAL ASSESSMENT

The study will identify, and document required environmental permits based on the results of the data collection and assessment. In addition, the study will identify potential impacts and mitigation needs and evaluate ways to avoid or minimize the impact.

Data collection relevant to environmental conditions for NW South River Drive from NW 116th Way to NW 122nd Street shall include the following items:

- Land use data
- Social and economic considerations
- Community facilities and services
- Relocation and displacement impacts
- Mobility
- Safety
- Utilities
- Civil rights
- Archaeological and historical sites
- Recreational facilities
- Pedestrian/Bicycle facilities
- Scenic highways



- Traffic count data including pedestrians and bicyclists
- Transit ridership
- Wetlands and potential mitigation
- Floodplains
- Aquatic designations
- Wildlife and habitat
- Construction impact analysis
- Contamination - Phase I Environmental Assessment

TASK 8: RECOMMENDED IMPROVEMENTS

Based on the results of the previous tasks of this Study, the study will recommend a coordinated set of nonmotorized transportation improvements to address mobility concerns identified in the technical analysis and/or identified during the Community Engagement Task.

a. Create a non-motorized mobility network map.

The study will create a map of bicycle and pedestrian improvements using GIS. The map will identify a network of bicycle facilities, pedestrian improvements, trails, and neighborhood greenways.

b. Create a list of capital improvements.

The Recommended Improvements will be organized into a list of capital improvements with the goal of assisting Medley achieve a vision of a multimodal transportation network.

c. Provide budget estimates.

The study will include an opinion of probable cost (OPC) for the non-motorized network mobility improvements.

d. Develop conceptual design graphics.

Up to three (3) prioritized recommendations will be illustrated on conceptual design graphics to help communicate the proposed improvements to audiences including decision-makers and the public. Factors to be addressed within the improvements include safety, mobility, accessibility, and network integration.

e. Develop Base Map of the areas analyzed.

The Consultant will produce a base map of the areas analyzed using FDOT CADD standards. The base map will contain an aerial photo and existing characteristics for areas analyzed. The base map must show environmental issues that are specific to the Study Area such as cemeteries, wetlands, historic properties, high-risk contamination sites, public parks, and property lines.

The Consultant will prepare base maps for the following uses (at noted scales):



- Corridor Maps (Roll Plots) 1:200
- 24" x 36" Presentation Board summarizing assessment results

TASK 9: FINAL REPORT AND DISSEMINATION

A draft report document will be prepared that includes an assembly of the text, graphics, maps, tables, and photos, as necessary, that have already been developed throughout the course of the Study.

Based on comments and feedback from the MPO and the SAC, the draft report will be amended and submitted to the Medley Town Council. The results will be presented to the Town Council to incorporate input from the Council regarding the Multimodal Mobility Study. The draft report will be updated to include the results of the Council meeting.

Twenty-five (25) bound copies of the approved final report will be prepared, as well as one digital PDF copy for inclusion on the Town of Medley and the MPO website, e-mail distribution, and future reproduction. A digital copy of a project overview presentation will be prepared in PowerPoint format.

IX. SUBMITTALS

For each submittal, the Consultant will include a Transmittal Cover Letter that includes, at a minimum, the file name and format of each electronic file and the number of hardcopies (if any) as directed by the Town Project Manager.

The Town will review draft submittals and provide the Consultant with review comments. The Consultant will address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. The Consultant will assist the Town in resolving the comments received from the Lead Agency, Cooperating Agencies, resource agencies and the public, including preparation of individual responses.

The Consultant will submit to the Town draft and final reports as well as other deliverables identified in this section.

Multimodal Mobility Study and Impact Assessment deliverables:

- Public Involvement Plan
- 30% draft report
- 60% draft report
- 90% draft report
- Final report
- 24" x 36" Presentation Board summarizing assessment results
- Corridor Maps (Roll Plots) 1:200



Upon completion of the Project, the Consultant, will transfer to the Town two (2) portable storage drives, such as flash drives or USB drives, containing electronic files of all project such as but not limited to:

- Data
- Maps
- Sketches
- Worksheets
- Other materials used or generated during the Study

X. QUALITY CONTROL

The Town requires that all Project documents, technical studies, calculations, maps, reports, conceptual plans, design, and Final Report are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The Consultant is responsible for the quality of all (including sub-consultants) deliverables. The Consultant will independently and continually review deliverables for accuracy and completeness. The Consultant must develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverable by qualified individuals who were not directly responsible for the performing the initial work.

Within twenty (20) business days from the Notice to Proceed, the Consultant must submit its QC Plan to the Town Project Manager for approval. The QC Plan will identify the deliverables, the personnel to perform the reviews and the method of documentation. The QC Plan will be signed by the Consultant Project Manager and the Consultant QC Manager.

The Consultant must include document reviews and written resolution of comments with each submittal or deliverable to show the QC process was followed. At a minimum, a quality review checklist must be provided and should include letter, exhibits, technical studies, reports, design calculations, any documents used or referenced in the QC Plan. The Consultant must maintain documentation which show the QC Plan process was followed. The Town Project Manager may request from the Consultant document reviews and written resolution of comments at any time during the Study.

XI. SCHEDULE

Within ten (10) business days after the Notice to Proceed, and prior to the Consultant beginning work, the Consultant shall submit a detailed Project activity/event schedule to the Town. The schedule must indicate all required submittals, critical path activities, and key project milestones. The project schedule must be based on the Town's expected production date for the Study and must be approved by the Town.

Services for this contract are anticipated to be completed within 12 months. The **Table 1** shown below is provided for guidance to meet the schedule. In developing the schedule for this Project, the Consultant, in coordination with the Town, must include adequate time to meet regulatory reviews and formal consultation times.



Periodically throughout the life of the contract, the Consultant must review the project schedule, payout and fiscal progress curves to monitor the progress of the project schedule.

TABLE-1: PROPOSED PROJECT SCHEDULE													
Task	Description	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1.	Existing Conditions Assessment												
2.	Data Analysis												
3.	Interagency Coordination	K	S			S			S			S	B, T
4.	Community Engagement			C							C		
5.	Transit Circulator Study Update												
6.	Right of Way Impact Assessment												
7.	Environmental Assessment												
8.	Recommended Improvements												
9.	Final Report and Dissemination												

Notes:

K = Indicates Kick-Off Meeting with MPO and Town of Medley staff

S = Indicates a Study Advisory Committee (SAC) Meeting

B = Indicates a Bicycle and Pedestrian Advisory Committee (BPAC) Meeting

T = Indicates a Transportation Planning Council (TPC) Meeting

C = Indicates a Community Engagement Meeting

ATTACHMENT B - COMPENSATION AND PAYMENTS

ARTICLE B.1 METHOD OF COMPENSATION

The fees for Professional Services for each Work Order shall be determined by one of the following methods or a combination thereof, at the option of the CPED Director or designee, with the consent of the Consultant.

- a) A Lump Sum (See Section B3.01).
- b) An Hourly Rate, as defined B3.02 in Section and at the rates set forth therein.

NOTE: The Lump Sum manner of compensation is the preferred and the primary form of compensation.

B1.01 COMPENSATION LIMITS

The aggregate sum of all payments for fees and costs, including reimbursable expenses, to the Consultant payable by the Town under this Agreement shall be limited to the amount specified in Section **Error! Reference source not found.** as the maximum compensation limit for cumulative expenditures under this Agreement. Under no circumstances will the Town have any liability for work performed, or as otherwise may be alleged or claimed by Consultant, beyond the cumulative amount provided herein, except where specifically approved in accordance with the Town Code by the Town Manager or Town Council as applicable as an increase to the Agreement and put into effect via an Amendment to this Agreement.

B1.02 CONSULTANT NOT TO EXCEED

Absent an amendment to the Agreement or to any specific Work Order, any maximum dollar or percentage amounts stated for compensation shall not be exceeded. In the event they are so exceeded, the Town shall have no liability or responsibility for paying any amount of such excess, which will be at Consultant's own cost and expense.

ARTICLE B2 WAGE RATES

B2.01 FEE BASIS

All fees and compensation payable under this Agreement shall be formulated and based upon the averages of the certified Wage Rates that have received and approved by the Director. The averages of said certified Wage Rates are summarized in Schedule B1 incorporated herein by reference. Said Wage Rates are the effective direct hourly rates, as approved by the Town, of Consultant and Sub-Consultant employees in the specified professions and job categories that are to be utilized to provide the services under this Agreement, regardless of manner of compensation.

B2.02 EMPLOYEES AND JOB CLASSIFICATIONS

Schedule B1 identifies the professions, job categories and/or employees expected to be used during the term of this Agreement. These include architects, engineers, landscape architects, professional interns, designers, CADD technicians, project managers, GIS and environmental specialists, specification writers, clerical/administrative support, and others engaged in the Work. In determining compensation for a given Scope of Services, the Town reserves the right to recommend the use of Consultant employees at particular Wage Rate levels.

B2.03 MULTIPLIERS

The Town shall require the Consultant to provide, for itself, as well as the Sub-consultant(s) an audit package for the purpose of negotiation, contract payment, reporting, etc. Multipliers are established by the Consultant's audit package. The audit package shall reflect their Indirect cost (Overhead) rates, Direct Expenses rates, Facilities Capital Cost of Money (FCCM) rates, Direct salary or wage rates, Fixed fee, Operating margin and copies of current Pre-qualification letters from the Florida Department of Transportation (FDOT).

Consultants shall be responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with Federal cost principles.

Failure to comply with this section shall be cause for cancellation of this Agreement.

B2.04 CALCULATION

Said Wage Rates are to be utilized by Consultant in calculating compensation payable for specific assignments and Work Orders as requested by Town. Consultant shall identify job classifications, available staff and projected man-hours required for the proper completion of tasks and/or groups of tasks, milestones and deliverables identified under the Scope of Services.

B2.05 EMPLOYEE BENEFITS AND OVERHEAD

Regardless of the method of compensation elected herein, compensation paid by Town shall, via the Multiplier, cover all Consultant costs including, without limitation, employee fringe benefits (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and unemployment benefits) and an overhead factor. Failure to comply with this section shall be cause for cancellation of this Agreement.

B2.06 ESCALATION

There shall be no escalation clause as part of this Agreement.

ARTICLE B3 COMPUTATION OF FEES AND COMPENSATION

The Town agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined above, as applicable, in the following manner:

B3.01 LUMP SUM:

Compensation for a Scope of Services shall generally be a Lump Sum, either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the Town, to be mutually agreed upon in writing by the Town and the Consultant and stated in a Work Order. Lump Sum compensation is the preferred method of compensation.

B3.01-1 Lump Sum: shall be the total amount of compensation where all aspects of Work are clearly defined, quantified and calculated.

B3.01-2 Modifications to Lump Sum: If the Town authorizes a substantial or material change in the Scope of Services or level of staffing, the Lump Sum compensation for that portion of the Services may be equitably and proportionately adjusted by mutual consent of the Director or designee and Consultant, subject to such additional approvals as may be required by legislation or ordinance.

B3.01-3 Lump Sum compensation shall be calculated by Consultant, utilizing the Wage Rates established herein including multiplier, and reimbursable expenses as attached in Schedule B2. Prior to issuing a Work Order, the Town may require Consultant, to verify or justify its requested Lump Sum compensation. Such verification shall present sufficient information as depicted in Schedule A2.

B3.02 HOURLY RATE FEES

Hourly Rate Fees shall be those rates for Consultant and Sub-Consultant employees identified in Schedule B1 Wage Rates. The Town shall have no liability for any fee, cost or expense above this figure.

Conditions for Use:

Hourly Rate Fees shall be used only in those instances where the parties agree that it is not possible to determine, define, quantify and/or calculate the complete nature, and/or aspects, tasks, man-hours, or milestones for a particular Project or portion thereof at the time of Work Order issuance. Hourly Rate Fees may be utilized for Additional Work that is similarly indeterminate. In such cases, the Town will establish an Allowance in the Work Order that shall serve as a Not to Exceed Fee for the Work to be performed on an Hourly Rate Basis.

B3.03 REIMBURSABLE EXPENSES

Any fees for authorized reimbursable expenses shall not include charges for Consultant handling, office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications (above the quantities set forth in this Agreement), mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. All reimbursable services shall

be billed to the Town at direct cost expended by the Consultant. Town authorized reproductions in excess of sets required at each phase of the Work will be a Reimbursable Expense.

The Town will reimburse the Consultant for authorized Reimbursable Expenses pursuant to the limitations of this Agreement as verified by supporting documentation deemed appropriate by Director or designee including, without limitation, detailed bills, itemized invoices and/or copies of cancelled checks.

B3.04 FEES FOR ADDITIVE or DEDUCTIVE ALTERNATES:

The design of additive and deductive alternates contemplated as part of the original Scope for a Project as authorized by the Director will be considered as part of Basic Services. The design of additive and deductive alternates that are beyond the original Scope of Services and construction budget may be billed to Town as Additional Services. The fees for alternates will be calculated by one of the three methods outlined above, as mutually agreed by the DIRECTOR and the Consultant.

B3.05 FEES FOR ADDITIONAL SERVICES

The Consultant may be authorized to perform Additional Services for which additional compensation and/or Reimbursable Expenses, as defined in this Agreement under Sections B3.053 and B3.035, respectively, may be applicable. Consultant shall utilize the Work Order Proposal Form and worksheets which can be requested the CPED Department.

The webpage also provides the procedures for completing these forms. Failure to use the forms or follow the procedures will result in the rejection of the Work Order Proposal.

B3.05-1 Determination Of Fee

The compensation for such services will be one of the methods described herein: mutually agreed upon Lump Sum; Hourly Rate with a Not to Exceed Limit, or Percentage of Construction Cost.

B3.05-2 Procedure and Compliance

An independent and detailed Notice to Proceed, and an Amendment to a specific Work Order, shall be required to be issued and signed by the Director for each additional service requested by the Town. The Notice to Proceed will specify the fee for such service and upper limit of the fee, which shall not be exceeded, and shall comply with the Town of Medley regulations, including the Purchasing Ordinance, the Consultant's Competitive Negotiation Act, and other applicable laws.

B3.05-3 Fee Limitations

Any authorized compensation for Additional Services, either professional fees or reimbursable expenses, shall not include additional charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. For all reimbursable services the Consultant will apply the multiplier of one- (1.0) times the amount expended by the Consultant.

B3.06 PAYMENT EXCLUSIONS

Consultant shall not be compensated by Town for revisions and/or modifications to drawings and specifications, for extended construction administration, or for other work when such work is due to errors or omissions of Consultant as determined by Town.

B3.07 FEES RESULTING FROM PROJECT SUSPENSION

If a project is suspended for the convenience of the Town for more than three months or terminated without any cause in whole or in part, during any Phase, the Consultant shall be paid for services duly authorized, performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due, and all appropriate, applicable, and documented expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the Consultant's further compensation shall be subject to renegotiations.

ARTICLE B4 PAYMENTS TO THE CONSULTANT

B4.01 PAYMENTS GENERALLY

Payments for Basic Services may be requested monthly in proportion to Services performed during the prior month. For the Lump Sum portion of this Agreement, payments shall be made monthly in an amount equal to 1/12th the annual Lump Sum total compensation. Hourly Rate payments shall be made on the basis of actual hours worked based on the Hourly Rate Fee, accompanied by a duly certified invoice, giving names, classification, salary rate per hour (not to exceed the values depicted in Schedule B1), hours and associated tasks worked and total charge for all personnel directly engaged Services.

Recurring Reimbursement Expenses established at an annual lump sum as shown in Schedule B3 may be invoiced monthly, and paid as noted above for the Lump Sum portion of the Agreement. Other, pre-approved Variable Reimbursement Expenses are to be invoiced within 120 days of the Consultant's expenditure thereof.

Sub Consultant's fees and Reimbursable Expenses shall be billed to the Town in the actual amount paid by Consultant.

Consultant shall utilize the Town standard Consultant Invoice Form, which will be provided by CPED Department. Failure to submit invoice(s) within 60 days following the provision of Services contained in such invoice may be cause for a finding of default.

B4.02 FOR COMPREHENSIVE BASIC SERVICES

For those Projects and Work Orders where comprehensive design services are stipulated, said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase.

B4.03 BILLING – HOURLY RATE

Invoices submitted by Consultant shall be sufficiently detailed and accompanied by supporting documentation to allow for proper audit of expenditures. When services are authorized on an Hourly Rate basis, the Consultant shall submit for approval by the Director, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to and incurred by Sub-Consultants engaged on the Project. In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

B4.04 PAYMENT FOR ADDITIONAL SERVICES & REIMBURSABLE EXPENSES

Payment for Additional Services may be requested monthly in proportion to the services performed.

When such services are authorized on an Hourly Rate basis, the Consultant shall submit for approval by the Director, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to or costs incurred by Sub-Consultants engaged on the project or task.

In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

B4.05 DEDUCTIONS

No deductions shall be made from the Consultant's compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

REIMBURSABLE EXPENSES:

B4.06 GENERAL

Reimbursable Expenses are those items authorized by the Town outside of or in addition to the Scope of Services as identified in the Work Order (as Basic Services and/or Additional Services) and consist of actual

expenditures made by the Consultant and the Consultants' employees, Sub-Consultants, and Special Sub-Consultants in the interest of the Work for the purposes identified below:

B4.06-1 Communication Expenses

Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between the Consultant's various permanent offices. The Consultant's field office at the Project site is not considered a permanent office.

B4.06-2 Reproduction, Photography

Cost of printing, reproduction or photography, which is required by or of Consultant to deliver services, set forth in this Agreement.

B4.06-3 Permit Fees

All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required to be paid by the construction Contractor.

B4.07 REIMBURSEMENTS TO SUB-CONSULTANTS

Reimbursable Sub-Consultant's expenses are limited to the items described above when the Sub-Consultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Director and subject to all budgetary limitations of the Town and requirements herein.

ARTICLE B5 COMPENSATION FOR REUSE OF PLANS AND SPECIFICATIONS

B5.01 GENERAL

It is understood that all Consultant agreements and/or work orders for new work will include the provision for the re-use of plans and specifications, including construction drawings, at the Town's sole option, by virtue of signing this agreement they agree to a re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use.

ATTACHMENT B - COMPENSATION AND PAYMENTS

ARTICLE B.1 METHOD OF COMPENSATION

The fees for Professional Services for each Work Order shall be determined by one of the following methods or a combination thereof, at the option of the CPED Director or designee, with the consent of the Consultant.

- a) A Lump Sum (See Section B3.01).
- b) An Hourly Rate, as defined B3.02 in Section and at the rates set forth therein.

NOTE: The Lump Sum manner of compensation is the preferred and the primary form of compensation.

B1.01 COMPENSATION LIMITS

The aggregate sum of all payments for fees and costs, including reimbursable expenses, to the Consultant payable by the Town under this Agreement shall be limited to the amount specified in Section **Error! Reference source not found.** as the maximum compensation limit for cumulative expenditures under this Agreement. Under no circumstances will the Town have any liability for work performed, or as otherwise may be alleged or claimed by Consultant, beyond the cumulative amount provided herein, except where specifically approved in accordance with the Town Code by the Town Manager or Town Council as applicable as an increase to the Agreement and put into effect via an Amendment to this Agreement.

B1.02 CONSULTANT NOT TO EXCEED

Absent an amendment to the Agreement or to any specific Work Order, any maximum dollar or percentage amounts stated for compensation shall not be exceeded. In the event they are so exceeded, the Town shall have no liability or responsibility for paying any amount of such excess, which will be at Consultant's own cost and expense.

ARTICLE B2 WAGE RATES

B2.01 FEE BASIS

All fees and compensation payable under this Agreement shall be formulated and based upon the averages of the certified Wage Rates that have received and approved by the Director. The averages of said certified Wage Rates are summarized in Schedule B1 incorporated herein by reference. Said Wage Rates are the effective direct hourly rates, as approved by the Town, of Consultant and Sub-Consultant employees in the specified professions and job categories that are to be utilized to provide the services under this Agreement, regardless of manner of compensation.

B2.02 EMPLOYEES AND JOB CLASSIFICATIONS

Schedule B1 identifies the professions, job categories and/or employees expected to be used during the term of this Agreement. These include architects, engineers, landscape architects, professional interns, designers, CADD technicians, project managers, GIS and environmental specialists, specification writers, clerical/administrative support, and others engaged in the Work. In determining compensation for a given Scope of Services, the Town reserves the right to recommend the use of Consultant employees at particular Wage Rate levels.

B2.03 MULTIPLIERS

The Town shall require the Consultant to provide, for itself, as well as the Sub-consultant(s) an audit package for the purpose of negotiation, contract payment, reporting, etc. Multipliers are established by the Consultant's audit package. The audit package shall reflect their Indirect cost (Overhead) rates, Direct Expenses rates, Facilities Capital Cost of Money (FCCM) rates, Direct salary or wage rates, Fixed fee, Operating margin and copies of current Pre-qualification letters from the Florida Department of Transportation (FDOT).

Consultants shall be responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with Federal cost principles.

Failure to comply with this section shall be cause for cancellation of this Agreement.

B2.04 CALCULATION

Said Wage Rates are to be utilized by Consultant in calculating compensation payable for specific assignments and Work Orders as requested by Town. Consultant shall identify job classifications, available staff and projected man-hours required for the proper completion of tasks and/or groups of tasks, milestones and deliverables identified under the Scope of Services.

B2.05 EMPLOYEE BENEFITS AND OVERHEAD

Regardless of the method of compensation elected herein, compensation paid by Town shall, via the Multiplier, cover all Consultant costs including, without limitation, employee fringe benefits (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and unemployment benefits) and an overhead factor. Failure to comply with this section shall be cause for cancellation of this Agreement.

B2.06 ESCALATION

There shall be no escalation clause as part of this Agreement.

ARTICLE B3 COMPUTATION OF FEES AND COMPENSATION

The Town agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined above, as applicable, in the following manner:

B3.01 LUMP SUM:

Compensation for a Scope of Services shall generally be a Lump Sum, either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the Town, to be mutually agreed upon in writing by the Town and the Consultant and stated in a Work Order. Lump Sum compensation is the preferred method of compensation.

B3.01-1 Lump Sum: shall be the total amount of compensation where all aspects of Work are clearly defined, quantified and calculated.

B3.01-2 Modifications to Lump Sum: If the Town authorizes a substantial or material change in the Scope of Services or level of staffing, the Lump Sum compensation for that portion of the Services may be equitably and proportionately adjusted by mutual consent of the Director or designee and Consultant, subject to such additional approvals as may be required by legislation or ordinance.

B3.01-3 Lump Sum compensation shall be calculated by Consultant, utilizing the Wage Rates established herein including multiplier, and reimbursable expenses as attached in Schedule B2. Prior to issuing a Work Order, the Town may require Consultant, to verify or justify its requested Lump Sum compensation. Such verification shall present sufficient information as depicted in Schedule A2.

B3.02 HOURLY RATE FEES

Hourly Rate Fees shall be those rates for Consultant and Sub-Consultant employees identified in Schedule B1 Wage Rates. The Town shall have no liability for any fee, cost or expense above this figure.

Conditions for Use:

Hourly Rate Fees shall be used only in those instances where the parties agree that it is not possible to determine, define, quantify and/or calculate the complete nature, and/or aspects, tasks, man-hours, or milestones for a particular Project or portion thereof at the time of Work Order issuance. Hourly Rate Fees may be utilized for Additional Work that is similarly indeterminate. In such cases, the Town will establish an Allowance in the Work Order that shall serve as a Not to Exceed Fee for the Work to be performed on an Hourly Rate Basis.

B3.03 REIMBURSABLE EXPENSES

Any fees for authorized reimbursable expenses shall not include charges for Consultant handling, office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications (above the quantities set forth in this Agreement), mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. All reimbursable services shall

be billed to the Town at direct cost expended by the Consultant. Town authorized reproductions in excess of sets required at each phase of the Work will be a Reimbursable Expense.

The Town will reimburse the Consultant for authorized Reimbursable Expenses pursuant to the limitations of this Agreement as verified by supporting documentation deemed appropriate by Director or designee including, without limitation, detailed bills, itemized invoices and/or copies of cancelled checks.

B3.04 FEES FOR ADDITIVE or DEDUCTIVE ALTERNATES:

The design of additive and deductive alternates contemplated as part of the original Scope for a Project as authorized by the Director will be considered as part of Basic Services. The design of additive and deductive alternates that are beyond the original Scope of Services and construction budget may be billed to Town as Additional Services. The fees for alternates will be calculated by one of the three methods outlined above, as mutually agreed by the DIRECTOR and the Consultant.

B3.05 FEES FOR ADDITIONAL SERVICES

The Consultant may be authorized to perform Additional Services for which additional compensation and/or Reimbursable Expenses, as defined in this Agreement under Sections B3.053 and B3.035, respectively, may be applicable. Consultant shall utilize the Work Order Proposal Form and worksheets which can be requested the CPED Department.

The webpage also provides the procedures for completing these forms. Failure to use the forms or follow the procedures will result in the rejection of the Work Order Proposal.

B3.05-1 Determination Of Fee

The compensation for such services will be one of the methods described herein: mutually agreed upon Lump Sum; Hourly Rate with a Not to Exceed Limit, or Percentage of Construction Cost.

B3.05-2 Procedure and Compliance

An independent and detailed Notice to Proceed, and an Amendment to a specific Work Order, shall be required to be issued and signed by the Director for each additional service requested by the Town. The Notice to Proceed will specify the fee for such service and upper limit of the fee, which shall not be exceeded, and shall comply with the Town of Medley regulations, including the Purchasing Ordinance, the Consultant's Competitive Negotiation Act, and other applicable laws.

B3.05-3 Fee Limitations

Any authorized compensation for Additional Services, either professional fees or reimbursable expenses, shall not include additional charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. For all reimbursable services the Consultant will apply the multiplier of one- (1.0) times the amount expended by the Consultant.

B3.06 PAYMENT EXCLUSIONS

Consultant shall not be compensated by Town for revisions and/or modifications to drawings and specifications, for extended construction administration, or for other work when such work is due to errors or omissions of Consultant as determined by Town.

B3.07 FEES RESULTING FROM PROJECT SUSPENSION

If a project is suspended for the convenience of the Town for more than three months or terminated without any cause in whole or in part, during any Phase, the Consultant shall be paid for services duly authorized, performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due, and all appropriate, applicable, and documented expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the Consultant's further compensation shall be subject to renegotiations.

ARTICLE B4 PAYMENTS TO THE CONSULTANT

B4.01 PAYMENTS GENERALLY

Payments for Basic Services may be requested monthly in proportion to Services performed during the prior month. For the Lump Sum portion of this Agreement, payments shall be made monthly in an amount equal to 1/12th the annual Lump Sum total compensation. Hourly Rate payments shall be made on the basis of actual hours worked based on the Hourly Rate Fee, accompanied by a duly certified invoice, giving names, classification, salary rate per hour (not to exceed the values depicted in Schedule B1), hours and associated tasks worked and total charge for all personnel directly engaged Services.

Recurring Reimbursement Expenses established at an annual lump sum as shown in Schedule B3 may be invoiced monthly, and paid as noted above for the Lump Sum portion of the Agreement. Other, pre-approved Variable Reimbursement Expenses are to be invoiced within 120 days of the Consultant's expenditure thereof.

Sub Consultant's fees and Reimbursable Expenses shall be billed to the Town in the actual amount paid by Consultant.

Consultant shall utilize the Town standard Consultant Invoice Form, which will be provided by CPED Department. Failure to submit invoice(s) within 60 days following the provision of Services contained in such invoice may be cause for a finding of default.

B4.02 FOR COMPREHENSIVE BASIC SERVICES

For those Projects and Work Orders where comprehensive design services are stipulated, said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase.

B4.03 BILLING – HOURLY RATE

Invoices submitted by Consultant shall be sufficiently detailed and accompanied by supporting documentation to allow for proper audit of expenditures. When services are authorized on an Hourly Rate basis, the Consultant shall submit for approval by the Director, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to and incurred by Sub-Consultants engaged on the Project. In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

B4.04 PAYMENT FOR ADDITIONAL SERVICES & REIMBURSABLE EXPENSES

Payment for Additional Services may be requested monthly in proportion to the services performed.

When such services are authorized on an Hourly Rate basis, the Consultant shall submit for approval by the Director, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to or costs incurred by Sub-Consultants engaged on the project or task.

In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

B4.05 DEDUCTIONS

No deductions shall be made from the Consultant's compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

REIMBURSABLE EXPENSES:

B4.06 GENERAL

Reimbursable Expenses are those items authorized by the Town outside of or in addition to the Scope of Services as identified in the Work Order (as Basic Services and/or Additional Services) and consist of actual

expenditures made by the Consultant and the Consultants' employees, Sub-Consultants, and Special Sub-Consultants in the interest of the Work for the purposes identified below:

B4.06-1 Communication Expenses

Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between the Consultant's various permanent offices. The Consultant's field office at the Project site is not considered a permanent office.

B4.06-2 Reproduction, Photography

Cost of printing, reproduction or photography, which is required by or of Consultant to deliver services, set forth in this Agreement.

B4.06-3 Permit Fees

All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required to be paid by the construction Contractor.

B4.07 REIMBURSEMENTS TO SUB-CONSULTANTS

Reimbursable Sub-Consultant's expenses are limited to the items described above when the Sub-Consultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Director and subject to all budgetary limitations of the Town and requirements herein.

ARTICLE B5 COMPENSATION FOR REUSE OF PLANS AND SPECIFICATIONS

B5.01 GENERAL

It is understood that all Consultant agreements and/or work orders for new work will include the provision for the re-use of plans and specifications, including construction drawings, at the Town's sole option, by virtue of signing this agreement they agree to a re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use.

ATTACHMENT C – FDOT CERTIFICATIONS AND FORMS

Consultant and each sub-Consultants must execute and submit with their contract the following **FDOT certifications and forms**:

- a. FDOT Form #375-030-30 Truth in Negotiation Certification
- b. FDOT Form #375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions for Federal Aid Contracts
- c. FDOT Form #375-030-33 Certification and Disclosure of Lobbying Activities on Federal Aid Projects
- d. In addition to the above-specified certifications and forms, the Agreement with the Consultant and all sub-Consultant contracts shall include all provisions found in **FDOT Form #375-040-84 Terms for Federal Aid Contracts** which is attached hereto.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.