



# North Bay Village

## Request for Qualifications

### PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL SERVICES

RFQ # 2019-05



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NOTICE: Pursuant to the North Bay Village Procurement Ordinance, sealed Statements of Qualifications for consideration to provide the services detailed in the scope of services listed below shall be received by the Village Clerk's Office, North Bay Village, 1666 Kennedy Causeway, Suite 300 until 11:00 am on August 30, 2019. The Statements of Qualifications shall be clearly marked "**Professional General Engineering and Architectural Services RFQ # 2019-05.**"

All Statements of Qualifications shall be publicly opened and recorded on August 30, 2019 at 11 a.m. Late submittals shall not be accepted or considered.

Respondents are to deliver One (1) original and Four (4) copies of the submittal Requests for Qualifications and experience and other pertinent information for consideration. The original and all four copies shall be marked accordingly as "original" or "copy," and shall be submitted in three-ring binders. In addition, respondents are to deliver three (3) labeled CD's containing a PDF copy of all materials submitted in the Request for Qualifications. Failure to comply shall deem submittal as nonresponsive.

NORTH BAY VILLAGE reserves the right to accept any Requests for Qualifications deemed to be in the best interest of the Village or to waive any informality in any Qualifications. The Village may reject any or all submittals and re-advertise.

## PROJECT OVERVIEW

North Bay Village is soliciting Statements of Qualification from interested parties and/or firms for the provision of Professional General Engineering and Architectural Services, as more particularly described herein. Through a Request for Qualification process described herein, persons and/or firms interested in assisting the Village with the provision of such services must prepare and submit a qualifications packet in accordance with the procedure and schedule in this RFQ. The Village will review submittals only from those persons and/or firms that submit a Request for Qualifications packet which includes all the information required to be included as described herein (in the sole judgment of the Village).

Consultants may perform work for various departments of the Village including, but not limited to, Public Works, Building, and Planning & Zoning. The Village anticipates the majority of the scope of work to be engineering related.

The scope of services include, but are not limited to, providing general engineering and architectural services to provide planning, reviews, assessments, reports, studies, design, project permitting, renderings, schedules, cost estimates, construction specifications, project management, construction inspection and construction management for projects such as marine construction, roadway, transportation/traffic signalization, traffic calming, drainage, water, sanitary sewer, site plan, architectural planning and Design (incl. structural, mechanical, electrical and plumbing), sustainability, environmental and landscaping. North Bay Village (NBV) is approximately (2.2) square miles composed of (3) main islands: Harbor Island, North Bay Island and Treasure Island which are all surrounded by Biscayne Bay. The Village owns and maintains water, sewer and stormwater utilities as well as (2) small parks. NBV streets are entirely residential in nature except for Kennedy Causeway which runs east-west through North Bay Village limits. Kennedy Causeway is owned and maintained by the Florida Department of Transportation.

In order to be considered, consulting firms or team joint ventures must have experience in all related areas described above and be particularly familiar with the design criteria and standards used within each area of expertise and in particular the practices of the State of Florida Department of Transportation, Miami-Dade County Department of Public Works and Transportation, Miami-Dade County Department of Environmental Resources Management, Miami-Dade County Water and Sewer Department, the State of Florida Department of Health, the State of Florida Department of Environmental Protection and the South Florida Water Management District as well as applicable building codes. Consultants should also be familiar with the standards, practices, requirements and applicable ordinances of North Bay Village. The Village understands that not all of the interested firms provide services for all of the different disciplines mentioned; therefore the Village will consider joint ventures. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

It is the Village's intention to:

- (a) Solicit responses from interested parties
- (b) Evaluate the responses

- (c) Conduct oral presentations (if necessary)
- (d) Verify the information presented and
- (e) Negotiate and award a contract to a selected Respondent.

The selected Respondent must agree to abide by and be governed by North Bay Village Ordinances and Resolutions, some which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ. No minimum amount of such service or compensation will be assured to a selected respondent and the Village will not be prevented in any manner from retaining other firms at its sole discretion.

The Village reserves the right to request that the selected Respondent(s) obtain services through sub consultants to supplement the expertise and resources which may be required at any given time and for the purpose of carrying out the intent of the requirements herein. All questions or comments should be directed to the following email at [eriera@nbvillage.com](mailto:eriera@nbvillage.com).

All inquiries must reference Professional General Engineering and Architectural Services RFQ # 2019-05 in the subject line. No phone calls will be accepted in reference to this RFQ.

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## 1.0 SCHEDULE OF EVENTS

Deadline for Written Questions:

**5:00 p.m., August 12, 2019**

Deadline for Submittal & Qualifications Opening:

**11:00 a.m., August 30, 2019**

North Bay Village

1666 Kennedy Causeway, Suite 300

North Bay Village, FL 33141

For directions, please call 305-756-7171

Remainder of page intentionally left blank

## 2.0 GENERAL CONDITIONS

THE FOLLOWING INFORMATION IS CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO REQUEST FOR QUALIFICATIONS.

### 2.1 DEFINITIONS

#### 2.1.1 We/Us/Our/Village

These terms refer to North Bay Village, Florida. They may also be used as pronouns for various subsets of the Village organization including, as content will indicate.

#### 2.1.2 Respondent

Any business entity submitting a response to this solicitation.

#### 2.1.3 RFQ

Means this Request for Qualifications including Exhibits, Appendices and Attachments, and all addenda thereto.

#### 2.1.4 Short List

Respondents selected pursuant to this RFQ to submit proposals in response to the RFQ.

#### 2.1.5 Qualifications

The written, sealed document submitted by the Respondent according to the RFQ instructions. A response to this RFQ shall not include any verbal interactions with the Village apart from submittal of formal written Qualifications.

#### 2.1.6 Joint Venture Team

Team of subconsultants led by a primary consultant.

### 2.2 CLARIFICATION

Questions regarding this RFQ should be directed in writing by email, to the Procurement email address specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Respondents. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Village Manager's decision shall be final and conclusive.

#### 2.2.1 Written Addenda

If it becomes evident that this RFQ must be amended, we will issue a formal written addendum to all known prospective Respondents. If necessary, a new Qualifications opening date may be established by addendum.

2.3 COST OF PREPARATION

The Village will not be responsible for any expenses incurred by the Respondents for the preparation of Qualifications related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

2.4 EXAMINATION OF DOCUMENTS

The Respondent must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Respondent may request clarification by written request to the Procurement email address. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the Village's Procurement Division as having received the RFQ documents. No person is authorized to give oral interpretations of, or make oral changes to, the RFQ. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification is made.

2.5 FORMAT AND SIGNATURES

To receive consideration, responses to this RFQ shall be submitted on the forms as provided by the Village. **This Request for Qualifications shall be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out.** Qualifications must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the Request for Qualifications may be attached behind the Solicitation Response form. Copies may be obtained from the Village Clerk, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141. Responses by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Responses by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original response to this RFQ, with one (1) original, four (4) copies and three (3) CDs containing a PDF file of all documents submitted, must be presented in a sealed envelope, box, or container to the Village Manager's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141 at or prior to the time noted on the RFQ opening date. Responses received after that time will not be accepted. It will be the sole responsibility of the Respondent to deliver their Qualifications to the Village Manager's Office on or before the closing hour and date indicated. Statements of Qualifications shall be submitted in a sealed envelope, box or container clearly marked in the exterior "Professional General Engineering and Architectural Services RFQ # 2019-05"



ANY STATEMENT OF QUALIFICATIONS SUBMITTALS RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.

2.6 PUBLIC RECORDS

Upon award recommendation or ten (10) days after the opening of RFQ responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a “Public Record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The Village reserves the right to make any final determination on the applicability of the Public Records Law.

2.7 WITHDRAWAL OF QUALIFICATIONS

A Respondent may, without prejudice, withdraw, modify, or correct the response to this RFQ after it has been deposited with the Village, provided the request and any subsequent modifications and/or corrections are filed with the Village in writing before the time for opening Qualifications. The original response as modified by such writing will be considered as the Qualifications submitted by the Respondent. No oral Qualifications modifications will be considered.

2.8 RIGHT TO REJECT ANY AND/OR ALL QUALIFICATIONS

The Village reserves the right to reject any and/ or all responses to RFQ or sections thereof, and waive any technicalities. As a matter of information, the Village Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any responses, which, in the judgment of the Village, will best serve the needs and interests of the Village. This offering of Request for Qualifications itself does not in any way constitute a contractual agreement between North Bay Village and the Respondent. However, the contents of the offered document, as well as the proposed documents, may be used for details of the actual agreement between the Respondent and North Bay Village. Furthermore, the Village reserves the right to award without further discussion.

2.9 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this Request for Qualifications prior to delivery, it shall be the responsibility of the Respondent to notify the Village at once. The Village reserves the right to accept the alteration or cancel the Contract at no expense to the Village.

2.10 INQUIRIES

Any questions regarding this RFQ should be directed in writing to the Village Clerk via email at: [eriera@nbvillage.com](mailto:eriera@nbvillage.com). All inquiries must have in the subject line

the following: Professional General Engineering and Architectural Services RFQ # 2019-05.

Respondents requiring clarification or interpretation of the RFQ must submit them via e-mail on or before the close of business at 5:00 p.m., August 12, 2019. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Respondents. In addition, inquiries and responses may also be posted on the North Bay Village website.

#### 2.11 PURPOSE

The purpose of this Request for Qualifications (RFQ) is to invite interested parties to submit and substantiate their Qualifications to provide Professional General Engineering and Architectural Services to North Bay Village. North Bay Village desires to retain one or more professional consultant(s) or joint ventures to provide professional services "as required" under a general professional services contract to perform work as needed or on a rotational basis. Interested consultant firms, individuals and/or joint ventures shall be qualified pursuant to state law. The selected consultant(s) must be presently located or willing to establish an office in Miami-Dade County or Broward County. This statement describes and defines in general the services required.

#### 2.12 DUE DATE

All Qualifications are due no later than August 30, 2019 at 11:00 a.m., EST or anytime prior thereto at the Village Clerks' Office, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33166. All Qualifications received will be publicly open on the date and the time specified. All Qualifications received after that time shall be returned, unopened.

Original Qualifications and four (4) copies must be submitted in three ring binders properly tabbed. Three (3) CD copies of Qualifications must be located in the front pocket of the binder containing the original Qualifications. CD copies must be properly labeled with the Respondent's name and "Professional General Engineering and Architectural Services RFQ # 2019-05." Failure to provide exact copies of original submission as required shall be sufficient to deem submittal unresponsive.

Original Qualifications and four (4) copies must be submitted in a sealed envelope or box or container clearly marked with the RFQ title. EMAILED OR FAXED Qualifications will not be accepted.

Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Qualifications shall be decided in the favor of North Bay Village. Respondents shall assume full

responsibility for timely delivery at the location designated for receipt of Qualifications. North Bay Village cannot be responsible for Qualifications received after opening time and encourages early submittal. Qualifications received by the Village after the time specified for receipt will not be considered.

END OF SECTION

### 3.0 SPECIAL CONDITIONS

3.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

#### 3.2 LICENSING

All prime respondents shall provide at the end of the submittal, a copy of their local occupational/business license and State registration demonstrating the firm's authorization to transact business in the State of Florida. Florida State registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org).

#### 3.3 ATTACHED FORMS

##### 3.3.1 Non-Collusion Affidavit

Each Prime Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Statement of Qualifications. Village considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Invitation to Participate, the Party certifies the Respondent has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Respondent certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

3.3.2 Americans with Disabilities

As part of any Statement of Qualifications, each Prime Respondent must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

3.3.3 Compliance with Equal Employment Opportunity

The Prime Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

3.3.4 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

3.4 COMPLIANCE WITH ORDERS AND LAWS

Successful Respondents/Parties shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to employment practices, rate of pay or other compensation methods, and training).

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes.

Uniform Commercial Code (Florida Statutes, Chapter 672).

American with Disabilities Act of 1990, as amended.

Cone of Silence, Village Provision Code.

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village Commission members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or Statement of Qualifications is submitted and may be further disqualified from submitting any future bids or Statement of Qualifications for goods or services to Village. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a Statement of Qualifications herein to Village or providing goods or services to Village.

Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

### 3.5 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Village "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or bid, between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the Village Commission, Village's professional staff including, but not limited to,

the Village Manager and his or her staff, any member of the Village's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid.

The Cone of Silence shall terminate at the beginning of the Village Commission meeting at which the Village Manager makes his or her written recommendation to the Village Commission. However, if the Village Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the Village Manager will make his/her recommendation to the Village Commission.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the Village Commission during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Village's Purchasing Agent or Village employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the Village Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to Village Code;
- (8) responses to the Village's request for clarification or additional information pursuant to section 1.10 of this RFQ;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable Village staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to said bidder or proposer voidable by the Village Commission and/or Village Manager.

Please contact the Village Attorney for any questions regarding Cone of Silence compliance.

3.6 Florida Government in the SUNSHINE LAW

North Bay Village is subject to the Florida Sunshine Act and Public Records Law. By submitting a Request for Qualifications, Respondent acknowledges that the materials submitted with the RFQ and the results of North Bay Village evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its Request for Qualifications submission.

3.7 CANCELLATION

In the event any of the provisions of this bid are violated by the Respondent, the Village Manager shall give written notice to the Respondent stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the Village Commission for immediate cancellation. The Village Commission of North Bay Village, Florida reserves the right to terminate any contract resulting from this solicitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

3.8 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of North Bay Village.

END OF SECTION



## 4.0 INSTRUCTIONS FOR PREPARING SUBMITTALS

### 4.1 RULES FOR SUBMITTALS

The submittal must name all persons or entities interested in the submittal as principals. The submittal must declare that it is made without collusion with any other person or entity submitting a submittal pursuant to this RFQ. Each firm shall only submit once as a prime and may participate as a subconsultant on more than one team. Village will accept all Architects and Engineers as prime; however, preference will be given to Civil Engineering firms that submit as prime. Village shall only consider a joint venture team or firm that provides all disciplines requested in the RFQ.

### 4.2 SUBMITTAL FORMAT

Respondent shall prepare their submittals using the following format and should include, but not be limited, to the following:

#### 4.2.1. Letter of Transmittal

a.) This letter will summarize in a brief and concise manner, the respondent's understanding of the scope of work and make a positive commitment to timely performance of the work.

b.) The letter must name all of the persons authorized to make representations for the respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length.

4.2.2 Statement acknowledging receipt of each addendum issued by the Village.

4.2.3. Qualifications and experience of the firm(s)/individual(s) who will provide the services. The submission should include:

#### A. Binder and Labeling/Marking Requirements

All submissions (one original and four copies) shall be placed in three-ring binders each and tabbed according to a Table of Contents. The original and all copies shall be clearly marked accordingly as "original" or "copy." The CD copies and the four (4) required copies must be exact duplicates of the original submission. FAILURE TO PROVIDE EXACT COPIES SHALL RESULT IN SUBMITTAL BEING NON-RESPONSIVE.

B. Title Page

Show the name of Respondent's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: "Professional General Engineering and Architectural Services RFQ # 2019-05."

C. Table of Contents

Include a clear identification of the material by section and/or by page number.

D. Qualification Statement

The Qualification Statement shall be written in sufficient detail to permit the Village to conduct a meaningful evaluation of the proposed services. The Qualification Statement should be delivered in two parts. The first part is the technical submittal that shall consist of subsections (1) through (4) where subsections (1) thru (3) shall be no more than 10 pages single-sided. Where (1) thru (3) contain more than the 10 page limit, the evaluation committee shall be instructed to disregard all pages in excess of the limitation. The table of contents shall not count toward the 10 page limit. The second part (subsection 5) is all standard forms fully executed by an authorized officer of the Respondent. The technical submittal should be divided into subsections as described below.

1. Executive Summary

Provide a brief summary describing the Respondent's approach to the work called for by the RFQ, Respondent's ability to perform the work requested, and the Respondent's background and experience in providing similar services. This summary should be brief and concise to advise the reader of the basic services offered, experience of Respondent's staff, and any other relevant information. A Project/Client Manager should be provided and assigned to manage all aspects of this work.

2. Respondent's Experience

Describe the Respondent's organization; history and background; tax status; principals, officers, owners, board of directors and/or trustees; the primary markets served; the total current number of employees; the current number of professional employees by classification; and state the number of years that the Respondent has been in business.

3. Respondent's Past Performance  
Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past five years. The description should identify for each project (I) the client, (II) description of work, (III) total dollar value of the contract, (IV) contract duration, (V) customer contact person and phone number of reference, (VI) statement or notation of whether Respondent is/was the prime Consultant or subcontractor or sub-consultant, and (VII) the results of the project.
  
4. Organizational Chart  
Provide an organization chart showing all key individuals (including the Project/Client Manager) assigned to their area of responsibility, including their company, title, years of experience and years employed in current title at present or former firms. This chart can be provided on either an 8.5 x 11 or 11 x 17 sheet and must clearly identify the Respondent's employees and those of the subconsultants. Copies of professional licenses for pertinent key personnel (including subconsultants) that will provide services on this RFQ should be included following the organizational chart.
  
5. Provide the appropriate SF 330 in support of the services requested by this RFQ. SF 330 can be downloaded from [www.gsa.gov](http://www.gsa.gov).
  - For joint venture teams:
    - No formal joint venture contracts or agreements are required between Prime and team of subconsultants.
    - Prime shall submit Section A, B, C and D of SF 330 Part I on behalf of joint venture team.
    - Information for both Prime and Subconsultants shall be submitted in sections E, F, G and H of SF 330 Part I
    - Both Prime and Subconsultants shall submit Part II of S.F. 330
    - All resume information shall be provided as part of SF 330, Part 1, Section E, "Resumes of Key Personnel

Proposed for this contract”. Resumes of Key Personnel from the prime firm should also be included in the submittal as required on the attached Contact Information Worksheet.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the data or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant’s information.

END OF SECTION

## 5.0 STATEMENT OF WORK

### 5.1 SCOPE OF WORK

The services to be provided by the consultant(s) will be: (1) General Consulting Services whereby the consultant(s) may serve as advisor, administrative consultant or technical consultant to the Village. The consultant(s) will be asked to act as a technical resource supporting and supplementing Village Staff. (2) Services could also be project specific and will be assigned on a work-order basis, whereby the consultant(s) will be asked to prepare planning documents, engineering studies, construction plans, specifications, schedules, cost estimates and/or provide project management and construction management services for specific projects as defined by the Village. The construction management services or Construction Engineering Inspection (CEI) may be provided for projects completed by the consultant(s), completed by another consultant(s) or in support of projects completed by Village staff. Other professional services to be provided may include, and not be limited to, architectural services for miscellaneous projects; design and/or construction management projects for projects such as marine construction, roadway, transportation, traffic signalization, traffic calming, drainage, water, sanitary sewer, site plan, architectural planning and design (incl. structural, mechanical, electrical and plumbing), sustainability, environmental and landscaping. From time to time, consultants may be asked to assist the Village in project coordination meetings with other municipalities, regulatory agencies, and developers, local and state governments.

Some projects issued by the Village may be eligible for Federal financial assistance by the Federal Emergency Management Agency ("FEMA") so when applicable, the project will be solicited in accordance with the Federal Procurement Standards outlined in Title 2 C.F.R. § 200.317 to 200.326. When this is the case, the Proposer shall adhere throughout the term of the awarded contract to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide (PAPPG) FP 104-009-2 / April 2018 as may be amended, updated or replaced from time-to-time. The Proposer shall also adhere to applicable Federal law, regulations, and executive orders; and State/Local law and regulations.

The selected consultant(s) shall provide North Bay Village with the following services, but not limited to surveying/mapping and geotechnical services as needed.

#### A. Roadway and Drainage Design:

Includes roadway design and drainage analysis needed to prepare a complete set of roadway construction plans including drainage calculations and design, traffic control, maintenance of traffic, street lighting, permits applications and processing, as well as technical specifications, bid documents

and tabulations. All documents are to be signed and sealed by a Professional Engineer registered in the State of Florida.

B. Marine Construction:

Includes the design, calculations and analysis needed to prepare a complete set of construction documents for seawall structures, stationary/floating docks, revetments, boat ramps and boardwalks. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

C. Traffic and Transportation Engineering:

Includes field data collection and analysis for the preparation of traffic studies including, but not limited to: Intersection and roadway capacity analysis; signal warrant studies; complete streets; signal timing analysis and design; traffic circulation studies; traffic calming; parking; trip generation; forecasting and assignment; as well as pavement markings and signing. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

D. Civil Site Plan and Design:

Includes the preparation of site plans as required by the Village in accordance with planning and zoning Codes. All documents to be signed and sealed by a Professional Engineer or Architect registered in the State of Florida.

E. Environmental Engineering:

Includes field data collection, site investigations, environmental assessments and design as needed to prepare remediation plans for underground storage tanks, hazardous waste materials, asbestos removal, wetland mitigations, endangered species evaluations and permit applications. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida as applicable. Factors to be assessed include, but are not limited to: effects on natural resources; erosion and sedimentation; coastal and freshwater wetland communities; wildlife habitat and migration; air, water and soil pollution; groundwater and surface water movement and flow; and groundwater quality.

F. Water and Sewer:

Under this category, Proposers will be required to provide all services necessary to plan, design, equipment selection, preparation of construction documents, and administration of construction contracts for all types of water and sanitary sewer systems including but not limited to: water distribution and sewage collection systems, transmission lines of all sizes and types, and pumping stations. The work may include comprehensive studies and preparation of

reports, permitting compliance, master planning, hydraulic modeling, development of new facilities, repairs and improvements of existing facilities.

G. Architectural Planning & Design:

Includes the conceptual design, structural, mechanical, electrical calculations and final design layouts and sketches necessary to prepare a complete set of building structure plans and specifications (bid documents) for municipal structures and facilities. All documents to be signed and sealed by a Professional Engineer and/or Registered Architect registered in the State of Florida.

H. Contract Administration:

Includes engineering services necessary for the analysis of construction schedules, construction delay claims, change orders, preparation of progress and final payment estimates, contract correspondence, preparation of minutes for various meetings and public information programs.

I. Construction Engineering Inspection (CEI):

Includes detailed inspections during the construction process, certification of premanufactured materials, review of test results, monitoring conformance to construction plans and specifications, review and approval of shop drawings, review and recommend progress payments, preparation of progress reports.

J. Sustainable Engineering:

Designing and operation of systems that use energy and resources sustainably, that do not compromise the natural environment, specific to public infrastructure and facilities. LEED Design.

K. Landscape Design:

Preparation of landscape plans (conceptual thru final drawings and specifications) including tree selection, tree identification and biology, growth characteristics and requirements (water, soil, nutrition), installation and establishment, as well as pruning and maintenance.

END OF SECTION

## **6.0 EVALUATION**

### **6.1 GENERAL OVERVIEW**

The Village's selection committee will evaluate submittals and will select the respondent which meets the best interests of the Village. The Village shall be the sole judge of its own best interests, the submittals, and the resulting negotiated agreement. The Village's decisions will be final.

The purpose of the Evaluation Process is to judge the Submittals submitted in response to this Request for Qualifications in order to establish the most advantageous respondent, further identified as the #1 respondent or highest ranked. Each submittal will be evaluated by each Selection Committee member using the procedures outlined herein.

Following the opening of the submittal packages, the documents will be evaluated by a Selection Committee composed of at least three but no more than five individuals and ranked in the order of the most responsive and responsible Respondent. The criteria for ranking will be as follows:

- a. Experience and Past Performance of Firm/Team – 40 points
- b. Personnel Qualifications of the Firm/Team – 35 points
- c. Quality and Completeness of Submittal – 25 points

The Village Manager has the right to determine that number of firms that should be short listed, and that presentations will be required from those firms. In this event the firms will be contacted and given a minimum of five days to prepare a presentation. If presentations are necessary those presentations will be ranked using similar criteria and the scoring combined with the original tabulation for a final ranking.

### **6.2 TIE PROPOSALS**

Whenever a tie occurs for the top ranking position after the evaluation, the selection committee will review the time-stamp of the submittal of the RFQ to determine the earliest received RFQ. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

### **6.3 SELECTION PROCESS AND AWARD OF CONTRACT**

The Village anticipates entering into contracts with the firms deemed responsive and responsible and determined by the Village to be most advantageous. The Village anticipates selecting a minimum of three (3) firms but reserves the right to select more than three (3) if in the best interest of the Village to do so.



The respondent understands that this RFQ does not constitute an offer or a contract with the VILLAGE. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the respondent have been authorized by the appropriate level of authority within the Village, an agreement has been executed by parties and approved by the appropriate level of authority within the Village.

In the event the parties are unable to negotiate terms acceptable to the Village, the Village may determine to accept the offer of the second most responsive and responsible Respondent determined by the selection committee, or it may re-solicit proposals.

The Village reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The Village may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

#### 6.4 TERM

The selected Respondent must agree to abide by and be governed by North Bay Village Ordinances and Resolutions, some which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ. No minimum amount of such service or compensation will be assured to a selected respondent and the Village will not be prevented in any manner from retaining other firms at its sole discretion. The selected respondent shall enter into a two (2) year term agreement with option to renew for (3) three additional one (1) year periods.

The Village reserves the right to request that the selected Respondent(s) obtain services through sub consultants to supplement the expertise and resources which may be required at any given time and for the purpose of carrying out the intent of the requirements herein.

#### 6.5 TERMINATION OF AGREEMENT

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Village shall have the right to terminate this Agreement or suspend performance thereof without cause for the Village's convenience upon thirty (30) days written notice to, and shall terminate or suspend performance of

services on a schedule acceptable to Village or at the end of this thirty (30) day period, at the option of the Village. In the event of termination or suspension for Village's convenience, Village shall pay for all services performed through the date of notice of termination or suspension.

END OF SECTION

## **7.0 Required Forms**

(These forms shall be completed by the Prime Respondent only.)

The remainder of page intentionally left blank

Solicitation Response Form

**RESPONDENTS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED BOX OR PACKAGE CONTAINING ALL OF THE SUBMITTALS.**

Name: RFQ# 2019-05 General Engineering and Architectural Services

Due Date: August 30, 2019 at 11:00

a.m. Delivery Location: North Bay Village  
Village Clerk's Office  
1666 Kennedy  
Causeway, Suite 300  
North Bay Village, FL  
33141

Submitted by: \_\_\_\_\_  
(name of company and address) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**PLEASE DO NOT TAPE BELOW THIS LINE**

**For Office Use Only:**

Date and Time Received:

Received by: \_\_\_\_\_

# of originals: \_\_\_\_\_ # of copies: \_\_\_\_\_ # of CD copies: \_\_\_\_\_

# CERTIFICATION OF SOLICITATION REQUIREMENTS

RFQ NO. 2019-05

**RESPONDENTS MUST COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION PACKET.  
FAILURE TO INCLUDE SHALL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE.**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

We, the undersigned have carefully read and understand all the requirements of the solicitation including but not limited to the sections specified below. Please initial next to each requirement below:

_____	Solicitation Response Form (previous page)	
_____	Section 2.5	Format and Signatures
_____	Section 2.10	Inquiries
_____	Section 2.12	Due Date
_____	Section 1.0	Schedule of Events
_____	Section 3.2	Licensing
_____	Section 4.0	Instructions for Preparing Submittals
_____	Section 5.0	Statement of Work
_____	Section 7.0	Required Forms

As the person authorized to sign the statement, I certify that this firm is fully knowledgeable with the solicitation requirements and has fully read the entire solicitation.

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
VENDOR PRINT NAME

**CONTACT INFORMATION WORKSHEET**  
(To be completed by prime respondent)

RFQ NO. 2019-05

COMPANY/AGENCY/FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BUSINESS EMAIL ADDRESS: \_\_\_\_\_ PHONE No.: \_\_\_\_\_

CONTACT PERSON & TITLE: \_\_\_\_\_

CONTACT EMAIL ADDRESS: \_\_\_\_\_ PHONE No.: \_\_\_\_\_

BUSINESS HOURS: \_\_\_\_\_

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER \_\_\_\_\_

DATE BUSINESS WAS ORGANIZED/INCORPORATED: \_\_\_\_\_

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from address provided above): \_\_\_\_\_

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS AND EXECUTE CONTRACTS ON BEHALF OF THE FIRM (NOTE: CONTACT PERSON CAN BE DIFFERENT FROM AUTHORIZED REPRESENTATIVE):

(First, Last Name)	(Title)	(Contact Phone Number)
--------------------	---------	------------------------

(First, Last Name)	(Title)	(Contact Phone Number)
--------------------	---------	------------------------

(First, Last Name)	(Title)	(Contact Phone Number)
--------------------	---------	------------------------

(Resumes of individuals named on this sheet must be included in submittal)

CONTACT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

---

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---

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public



AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT

RFQ NO. 2019-05

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

This sworn statement is submitted to North Bay Village, Florida by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
SIGNATURE

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

\_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of  
Notary Public

**NON-COLLUSION  
AFFIDAVIT**

RFQ NO. 2019-05

State of \_\_\_\_\_)

) SS

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He/She/They is/are the \_\_\_\_\_

(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the  
BIDDER that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

in the presence of: \_\_\_\_\_

By: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
(Title)

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary

Public of The State of Florida, personally appeared \_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand and official seal.

\_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_

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

Personally known to me, or

Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

RFQ NO. 2019-05

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 \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ whose business address is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) its Federal Employer Identification number (FEIN)  
is \_\_\_\_\_ (IF the entity had 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)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with 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 an agency or political subdivision of any other state 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 Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any 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, executors, 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 prime 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.

3. I understand that a "person" as defined in Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

4. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (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, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ 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 subsequent to July 1, 1989.

\_\_\_\_\_ 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 subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered 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. (Attach 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 THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH MAY 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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.

By: \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Personally known \_\_\_\_\_ Or Produced

Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_ My

Commission Expires \_\_\_\_\_

(Type of Identification)

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

# DRUG-FREE WORKPLACE PROGRAM

RFQ NO. 2019-05

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
VENDOR PRINT NAME

ANTI-KICKBACK AFFIDAVIT

RFQ # 2019-05

STATE OF \_\_\_\_\_ }

} SS:

COUNTY OF \_\_\_\_\_ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of North Bay Village, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Notary Public

\_\_\_\_\_

(Printed Name)

My commission expires: \_\_\_\_\_



EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFQ NO. 2019-05

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 3.2.3 of this document.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

CONE OF SILENCE CERTIFICATION

RFQ NO. 2019-05

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the terms set forth under Section 3.4 of this document titled Cone of Silence.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

# RESPONDENT'S CERTIFICATION

RFQ # 2019-05

I have carefully examined the Request for Qualifications, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of North Bay Village or any other proposer is interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

\_\_\_\_\_  
Name of Business

By:

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Village, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires

**Acknowledgement of Addenda: Issued Addenda must be signed and submitted with response.**

RFQ SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

RFQ # 2019-05

The full names and residences of persons, partners or firms interested in the foregoing RFQ, as principals are as follows:

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Witness:  
(seal)

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---

Bidder:

---

Firm Name

---

Signature

---

Print Name

---

Title (Sole Proprietor or Partner)

Post Office Address:

---

---

County in which fictitious name is registered.

---

---

Telephone #

Attach a copy of proof of registration.

RFQ SIGNATURE PAGE FOR  
CORPORATION  
RFQ # 2019-05

The officers of the Corporation are as follows:

	<u>Name</u>	<u>Address</u>
President		
Vice-President		
Secretary		
Treasurer		
Registered Agent		

The full names and residences of stockholders, persons, or firms interested in the foregoing RFQ, as principals, are as follows:


Post Office Address  
 \_\_\_\_\_  
 \_\_\_\_\_

Bidder  
 \_\_\_\_\_  
 Corporate Name  
 \_\_\_\_\_  
 President's Signature

Is this corporation incorporated in the State of  
 \_\_\_\_\_

Attest:  
 Yes \_\_\_ No \_\_\_ Secretary

If no, give address of principle place of business:  
 \_\_\_\_\_  
 \_\_\_\_\_

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**  
**RFP # 2019-05**

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 101 of the North Bay Village's Code of Ordinances, "Requirement for Village contractors to provide equal benefits to domestic partners", and certifies the following:

**Please check only one below**

- 1. The Proposer currently complies with the requirements of Section 101 of the North Bay Village's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- 2. The Proposer will comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- 3. The Proposer will not comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of award
- 4. The Proposer does not need to comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of award because the following exemption applies:

**Please check only one below**

- The Proposer's price bid for the initial contract term is \$100,000 or less
- The Proposer employs less than twenty-five (25) employees
- The Proposer does not provide benefits to employees' spouses or spouse's dependents
- The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- The Proposer is a government entity
- The Proposer cannot comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Please state the law, statute or regulation \_\_\_\_\_,  
(Attach explanation of its applicability).

**DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)**

I, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_, to me personally known \_\_\_\_ or produced

Identification \_\_\_\_ type of identification produced: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My commission expires: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Print name of Notary Public

**END OF SECTION**

## INSURANCE REQUIREMENTS

Successful proposer shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award):

I. **Commercial General Liability**

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required

North Bay Village listed as an additional insured Primary Insurance Clause  
Endorsement Contingent and Contractual Liability Premises and Operations Liability

- II. **Automobile Liability (If Applicable)** \$1,000,000  
Owned or Scheduled Autos, including Hired and Non Owned Autos  
North Bay Village listed as an additional insured

- III. **Workers Compensation**  
Statutory Limits- State of Florida

**Employer's Liability**

A. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident  
\$100,000 for bodily injury caused by disease, each employee  
\$500,000 for bodily injury caused by disease, policy limit

IV. **Professional Liability/Error's & Omissions**

A. **Limits of Liability**

Each Claim	\$2,000,000
Policy Aggregate	\$2,000,000
Retro Date Included	



**V. Umbrella Liability (Excess Follow Form)**

**A. Limits of Liability**

Each Occurrence	\$2,000,000
Policy Aggregate	\$2,000,000
North Bay Village as an Additional Insured	

**The above policies shall provide North Bay Village with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

**Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:**

**The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management**

**CONTINUING PROFESSIONAL SERVICES FINAL AGREEMENT**

**Between**

**NORTH BAY VILLAGE, FL**

**and**

\_\_\_\_\_.

**THIS AGREEMENT** is made between NORTH BAY VILLAGE, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "VILLAGE") and \_\_\_\_\_, a \_\_\_\_\_ corporation authorized to do business in the State of Florida, (hereinafter referred to as the "CONSULTANT"), whose principal place of business is \_\_\_\_\_.

VILLAGE and CONSULTANT may be referred to individually as "Party" or collectively as "Parties."

RECITALS

**WHEREAS**, pursuant to Section 287.055, Florida Statutes, the VILLAGE requested qualifications from qualified engineers and selected the CONSULTANT to provide professional engineering services with respect to assigned Work Orders; and

**WHEREAS**, the CONSULTANT is willing and able to perform such professional, services for the VILLAGE within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Continuing Services Agreement or Agreement"); and

**WHEREAS**, the purpose of this Continuing Services Agreement is not to authorize the Consultant to perform a Specific Project, but to set forth certain general terms and conditions, which shall govern the relationship between VILLAGE and CONSULTANT and which shall be incorporated into subsequent supplemental agreements/work orders for Specific Projects or services when required.

AGREEMENT

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual terms, conditions, promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the VILLAGE and CONSULTANT agree as follows:

## **SECTION 1. DEFINITIONS**

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the VILLAGE for the CONSULTANT'S professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and Subconsultant's fees.

1.3 **Work Order:** an agreement to provide services for a particular Project.

1.4 **Subconsultant Fee:** the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.5 **Travel Expenses:** Travel expenses, whether within or outside of Miami-Dade County, and whether to the Specific Project or otherwise, shall not be reimbursed unless CONSULTANT has secured advance written authorization for such travel from the VILLAGE Manager. All approved travel expenses will be reimbursed in accordance with the VILLAGE's adopted travel policy.

## **SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES**

2.1 In accordance with the Consultants' Competitive Negotiation Act, the CONSULTANT may provide professional services to the VILLAGE for Specific Projects as authorized from time to time by either the VILLAGE Commission or VILLAGE Manager as authorized by subsection 2.8. The services shall be for the following types of Projects or similar disciplines: Professional Engineering Services as described in assigned Work Orders.

2.2 When the need for services for a Specific Project occurs, the VILLAGE Manager may, enter into negotiations with the CONSULTANT for that Specific Project under the terms and conditions of this Agreement. The VILLAGE shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide professional services for the Specific Project. The CONSULTANT shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The VILLAGE Manager and CONSULTANT shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The VILLAGE and CONSULTANT shall utilize as the agreement for each Specific Project a Work Order (“Project Agreement”), a copy of which is attached and incorporated into this Agreement as Exhibit “A”. Each agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation;
- e. The Personnel assigned to the Specific Project;
- f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 It is at the VILLAGE’s sole discretion to determine the most appropriate method of compensation for each Project Agreement. The CONSULTANT will submit an Estimate of Work Effort that lists the number of hours needed for each job classification under each work type. The Estimate of Work Effort will include the hourly professional service rates for each job classification listed in Exhibit “B” that includes all overhead expenses, operating margin, and direct expenses. The Project Agreement shall specify the Consultant’s method of compensation with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the CONSULTANT shall commence subsequent to the execution of each Project Agreement. Performance of work by CONSULTANT prior to execution of a Project Agreement shall be at Consultant’s sole risk. Upon the commencement of the term of the Project Agreement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the Project Agreement. The number of calendar days provided in the Project Agreement for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

2.6 The CONSULTANT shall submit to the VILLAGE all final deliverables within the Contract Time as noted in the each Project Agreement and associated CONSULTANT Proposal.

2.7 Unless otherwise excused by the VILLAGE in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the VILLAGE the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$200.00 per day. The CONSULTANT may claim extension if the factors involved are not under their direct control. Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the VILLAGE reasonably believes that completion will be inexcusably delayed, the VILLAGE shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the VILLAGE to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the VILLAGE has withheld payment, the VILLAGE shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

2.8 The VILLAGE Manager is authorized to negotiate and execute a Project Agreement for Projects in which the CONSULTANTS' services do not exceed \$15,000.00.

2.9 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. In the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

### **SECTION 3. TERM/TERMINATION/SUSPENSION**

3.1 **Term of Agreement:** This Continuing Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of two years with an option to renew for three (3) additional one (1) year periods, unless further extended by option or renewal and/or until terminated pursuant to Section 3.2 or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed to by the VILLAGE and CONSULTANT for services to be rendered under said Project Agreement.

3.2 **Termination for Convenience:** This Continuing Services Agreement may be terminated by the VILLAGE for convenience upon thirty (30) calendar days written notice to the CONSULTANT or on seven (7) days notice with cause, which cause shall be defined as substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

3.3 **Effect on Project Agreement:** Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s).

3.4 **Non-Exclusive Agreement:** Notwithstanding the provisions of Subsection 3.1, the VILLAGE Manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the VILLAGE under similar continuing services agreements. Nothing in this Agreement shall be construed to give the CONSULTANT a right to perform services for a specific project.

3.5 **For Cause:** A Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.6 of this Agreement and the provision of Section 3.6 shall apply.

3.6 **For Convenience:** A Project Agreement may be terminated by the VILLAGE for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 4.1 of this Agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

3.7 **Assignment Upon Termination:** Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the VILLAGE'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

3.8 **Suspension for Convenience:** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any

reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

#### **SECTION 4. BILLING & PAYMENT TO THE CONSULTANT**

4.1 **Billing:** CONSULTANT shall submit invoices which are identified by the specific Work Order number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Fee Schedule set forth in the Project Agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within thirty (30) calendar days of approval by the VILLAGE Manager of any invoices submitted by CONSULTANT to the VILLAGE.

4.2 **Disputed Invoices:** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with additional backup documentation within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

4.3 **Suspension of Payment:** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of the Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

4.4 **Retainage:** The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed. For projects that are divided into several phases, any retainage shall be withheld and released individually for each phase of the project. Said retainage may be withheld at the sole

discretion of the VILLAGE Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

4.5 **Final Payment:** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

## **SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES**

5.1 **Changes Permitted.** Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the VILLAGE by Change Order without invalidating the Project Agreement.

5.2 **Change Order Defined.** Change Order shall mean a written order to the CONSULTANT executed by the VILLAGE, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

5.3 **Effect of Executed Change Order.** The execution of a Change Order by the VILLAGE and the CONSULTANT shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the VILLAGE for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

5.4 **Modifications to Scope of Services:** The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

## **SECTION 6. SURVIVAL OF PROVISIONS**

6.1 Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive



termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

#### **SECTION 7. VILLAGE'S RESPONSIBILITIES**

7.1 Assist CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and allow reasonable access to all pertinent information relating to the services to be performed by CONSULTANT.

7.2 Furnish to CONSULTANT, at the CONSULTANT'S written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by CONSULTANT, in possession of the VILLAGE.

7.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services.

#### **SECTION 8. CODE OF ETHICS**

8.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

8.2 CONSULTANT warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

#### **SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES**

9.1 The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

9.2 If the project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with the same.

#### **SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES**

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the VILLAGE or furnished by the CONSULTANT pursuant to any Project Agreement, shall become the property of the VILLAGE, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to the VILLAGE

within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT, without the VILLAGE'S prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for each Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the VILLAGE.

10.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in hard copy format as well as electronic format to the VILLAGE. Drawings should be provided in CADD, spread sheets in Excel, and written documentation should be provided in Microsoft Word. The date of submittal to the VILLAGE shall be deemed to be the later of delivery of hard copies and delivery of electronic copies as applicable.

## **SECTION 11. RECORDS/AUDITS**

11.1 CONSULTANT shall maintain and require Sub consultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Specific Project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the VILLAGE Manager or any authorized VILLAGE representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each Project Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the VILLAGE of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the VILLAGE.

11.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable.

11.3 Refusal of the CONSULTANT to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the VILLAGE of this Agreement or any Project Agreement.

**SECTION 12. NO CONTINGENT FEE**

12.1 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, the VILLAGE shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 13. INDEPENDENT CONTRACTOR**

13.1 The CONSULTANT is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Project Agreements shall be those of the CONSULTANT.

**SECTION 14. ASSIGNMENT; AMENDMENTS**

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the VILLAGE.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

**SECTION 15. INDEMNIFICATION/HOLD HARMLESS**

15.1 Pursuant to Section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the VILLAGE and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or any persons employed or utilized by the CONSULTANT in the performance of this or any Project Agreement.

## **SECTION 16. INSURANCE**

The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Project Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the VILLAGE against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees, agents and volunteers. Any insurance maintained by the VILLAGE shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverage's shall include a minimum of: See Insurance Requirements.

## **SECTION 17. REPRESENTATIVE OF VILLAGE AND CONSULTANT**

17.1 **VILLAGE Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the VILLAGE Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **CONSULTANT Representative.** CONSULTANT shall inform the VILLAGE Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

## **SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL**

18.1 If either the VILLAGE or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

## **SECTION 19. PRIORITY OF AUTHORITY OF INSTRUMENTS**

19.1 The relationship between the Parties shall be governed by several contract documents, all of which, when read together, shall constitute one agreement between the Parties. The contract documents include this Agreement, one or more ensuing Project

Agreements, and the Village solicitation documents. In the event of conflict between or amongst the contract documents, priority shall be as follows: Project Agreements, then this Agreement, and followed by the Village's solicitation documents, including any addenda thereto. Otherwise, there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the contract document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

## **SECTION 20. CONSULTANT'S RESPONSIBILITIES**

20.1 Any and all drawings, studies, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall comply with all applicable VILLAGE Codes, state and federal laws, rules and regulations.

20.2 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services for each Project Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided engineering, architectural landscape architectural, surveying or mapping services under a prior Project Agreement, it is determined that the CONSULTANT'S documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the VILLAGE, the CONSULTANT shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the VILLAGE for any other services and expenses made necessary thereby, save and expect any costs and expenses which the VILLAGE would have otherwise paid absent the CONSULTANT'S error or omission. The VILLAGE'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

20.3 The Consultant shall, all times during the term of the Agreement, maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services.

20.4 The CONSULTANT'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or any Project Agreement.

## **SECTION 21. SUBCONSULTANTS**

21.1 In the event the CONSULTANT requires the services of any Subconsultants or other professional associates in connection with services covered by any Project Agreement, the CONSULTANT must secure the prior written approval of the VILLAGE Manager. The CONSULTANT shall use his/her best efforts to utilize Subconsultants whose principal place of business is located within the VILLAGE or Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the CONSULTANT rights against the Subconsultant which correspond to those rights afforded to the VILLAGE against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the VILLAGE for use by the CONSULTANT.

**SECTION 22. NOTICES**

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of 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, to-wit:

FOR CONSULTANT:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Telephone: ( )

Facsimile: ( )

FOR VILLAGE:

Attention: Mr. Ralph Rosado, Village Manager  
North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, FL 33166  
T (305) 756-7171  
F (305) 756-7722

WITH A COPY TO:

Village Attorney Daniel A. Espino, Esq.  
Weiss Serota Helfman Pastoriza Cole & Boniske, PL 2525 Ponce De Leon Boulevard,  
Suite 700 Coral Gables, FL 33134

**SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement or any Project Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the VILLAGE determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

**SECTION 24. CONSENT TO JURISDICTION**

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Broward County, Florida.

**SECTION 25. GOVERNING LAW**

This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

**SECTION 26. HEADINGS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

**SECTION 27. EXHIBITS**

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

**SECTION 28. SEVERABILITY**

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**SECTION 29. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.



**[THIS AREA INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]**

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its VILLAGE Manager, attested to by its VILLAGE Clerk, duly authorized to execute same and by CONSULTANT by and through its \_\_\_\_\_, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

**ATTEST:**

**NORTH BAY VILLAGE**

\_\_\_\_\_  
Elora Riera, Deputy Village Clerk

\_\_\_\_\_  
Ralph Rosado, Village Manager

Date: \_\_\_\_\_

Approved as to form and legality  
for the sole use and reliance of the  
North Bay Village:

\_\_\_\_\_  
Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.  
Village Attorneys

**ATTEST:**

**CONSULTANT**

\_\_\_\_\_

Secretary

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**EXHIBIT "A"**

PROJECT AGREEMENT

Between

**WORK ORDER No. (#) FOR PROFESSIONAL SERVICES**

TO: (CONSULTANT)  
(CONSULTANT'S ADDRESS)  
(CONSULTANT'S PHONE NUMBER)

DATE:

North Bay Village authorizes the firm of (CONSULTANT) to provide engineering services for the Village generally described as (GENERAL DESCRIPTION OF SCOPE OF SERVICES). The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Final Agreement between (CONSULTANT) and North Bay Village dated (DATE), and the attached Proposal submitted by your firm for the above referenced project.

**SCOPE OF SERVICES AND SCHEDULE:**

The scope of the project will be as described in the attached proposal from CONSULTANT. The schedule requires the work to be performed within (DURATION) calendar days. The performance of services associated with this Work Order will be executed on a (METHOD OF COMPENSATION) with a not to exceed amount of \$(NEGOTIATED AMOUNT).

You are required by the Continuing Service Agreement to begin work subsequent to the execution of this Work Order, or as directed otherwise. If you fail to begin work subsequent to the execution of this Work Order, North Bay Village will be entitled to disqualify the Proposal, and revoke the award.

All limitations of time set forth in this Work Order are of the essence.

Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated (DATE) between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply.

Work Order is not binding until North Bay Village agrees and approves this Work Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: (CONSULTANT)

WITNESSES: SEAL:

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_

OWNER: North Bay Village

AUTHENTICATION:

BY: \_\_\_\_\_  
NAME: Ralph Rosado  
TITLE: Village Manager

BY: \_\_\_\_\_  
NAME: Elora Riera  
TITLE: Village Clerk

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
NAME: WEISS, SEROTA, HELFMAN,  
COLE, & BIERMAN, PL  
TITLE: Village Attorney

**EXHIBIT “B”**

**CONSULTANT’S BILLING RATE**

<b>Job Classification</b>	<b>Rate / Hour</b>
Principal Engineer	
Project Manager	
Senior Engineer	
Project Engineer	
GIS Technician	
CADD Technician	
Engineering Technician	
Construction Inspector	
Senior Architect	
Architect	
Landscape Architect	
Clerical	