

**PROFESSIONAL SERVICES AGREEMENT  
DESIGN SERVICES FOR SAFE ROUTES TO SCHOOL PROJECT**

**PSA 2015-11R**



**The Town of Miami Lakes Council:**

**Mayor Wayne Michael A. Pizzi, Jr.  
Vice Mayor Timothy Daubert  
Councilmember Manny Cid  
Councilmember Tony Lama  
Councilmember Ceasar Mestre  
Councilmember Frank Mingo  
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

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This Agreement made this \_\_\_ day of \_\_\_\_\_ in the year **2016** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and David Plummer and Associates, Inc., hereinafter called the "Consultant", with its principal address located at 1750 Ponce de Leon Boulevard, Coral Gables, FL 33134.

### RECITAL

A. The Town issued a Request for Qualifications ("RFQ") 2015-11R on June 15, 2015 for the provision of Design Services for the Safe Routes to School Project ("Services") and Consultant's proposal ("Proposal"), in response thereto, was selected as one of the most qualified for the provision of said Services. The RFQ and the Proposal are expressly incorporated into and made a part of this Agreement as if set forth in full.

B. WHEREAS, the Town, through action of the Town Manager or the Town Council, as applicable, has selected the Consultant in accordance with Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act), and the applicable provisions of the Town Procurement Ordinance, to provide the Professional Services as described herein.

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

### SECTION A GENERAL TERMS AND CONDITIONS

#### Article A1 Definitions

- A1.01 Additional Services** means any Work defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- A1.02 Attachments** mean the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- A1.03 Base Fee** means the amount of compensation mutually agreed upon for the completion of Basic Services.
- A1.04 Basic Services** means those services designated as such in a Section B.
- A1.05 Consultant** means the individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, or engineers, which has entered into the Agreement to provide professional services to the Town.
- A1.06 Contractor** means an individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the Town for construction of Town facilities and incidentals thereto.
- A1.08 Errors** means items in the plans, specification or other documents prepared by the Consultant that are shown incorrectly, which results in a change to the Services and results in the need for



the construction contractor to perform rework or additional work or which causes a delay to the completion of construction.

- A1.09 *Errors and Omissions*** means design deficiencies in the plans, specification or other documents prepared by the Consultant, which must be corrected in order for the project to function or be built as intended.
- A1.10 *Inspector*** means an employee or representative of the Town assigned by the Town to make observations of work performed by a Contractor.
- A1.14 *Notice to Proceed*** means same as “Authorization to Proceed.” A duly authorized written letter or directive issued by the Town Manager or Procurement Manager acknowledging that all conditions precedent have been met and directing that Consultant may begin Work on a Project.
- A1.12 *Omissions*** means items the plans, specification or other documents prepared by the Consultant that are not shown or included which are necessary for the proper or safe operation of the Project or required to meet the Scope of Services.
- A1.13 *Project Manager*** means an employee or representative of the Town assigned by the Town Manager to manage and monitor the Services to be performed under this Agreement and the construction of the Project as a direct representative of the Town.
- A1.14 *Project*** means the construction, alteration or repair, and all services and incidentals thereto, of a Town facility or property as contemplated and budgeted by the Town. A Project will be further defined in the Scope of Services under the Agreement.
- A1.15 *Professional Services*** means those services within the scope of the practice of architecture, professional engineering, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, or registered surveyor or mapper in connection with his or her professional employment or practice. These services may be abbreviated herein as “architectural/ engineering services” or “professional services”, as applicable, which are within this definition.
- A1.17 *Scope of Services or Services*** means a comprehensive description of the activities, tasks, design features, objectives, deliverables and milestones required for the completion of Project with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.
- A1.18 *Subconsultant*** means a person or organization of properly registered professional architects, engineers, registered surveyor or mapper, or other professional specialty that has entered into a written agreement with the Consultant to furnish specified professional services for the Project.
- A1.19 *Town Council*** means the legislative body of the Town of Miami Lakes.
- A1.20 *Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- A1.21 *Town or Owner*** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town’s performance is pursuant to Town’s position as the Owner of the Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town’s authority as a

governmental body and will not be attributable in any manner to Town as a party to this Agreement. The Town of Miami will be referred to herein as "Town". For the purposes of this Agreement, "Town" without modification means the Town Manager.

**A1.22 Wage Rates** means the effective direct expense to Consultant or Subconsultant, on an hourly rate basis, for employees in the specified professions and job categories assigned to provide services under this Agreement that justify and form the basis for professional fees regardless of actual manner of compensation.

**A1.23 Work Order** means a document approved and issued by the Town authorizing the performance of specific professional services for the Project.

**A1.24 Work Order Proposal** means a document prepared by the Consultant, at the request of the Town for additional services to be provided by the Consultant under the Project.

## **Article A2      General Conditions**

### **A2.01      Term**

The term of this Agreement will be effective with the execution of the Agreement and terminate upon final payment being made to the Consultant.

### **A2.02      Scope of Services**

Consultant agrees to provide the Services as specifically described and set forth in Section B and any Work Order issued under this Agreement.

### **A2.03      Compensation**

#### A2.03-1 Compensation Limits

The amount of compensation payable by the Town to Consultant will generally be a lump sum not to exceed fee, based on the rates and schedule established in Schedules 1 & 2; provided, however, that in no event will the amount of compensation exceed sixty three thousand two hundred and ninety one dollars and twelve cents (\$63,291.12) in total over the term of the Agreement and any extension(s), unless explicitly approved by action of the Town Council or Town Manager as applicable and put into effect by written amendment to this Agreement.

#### A2.03-2 Payments

Payments will be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Consultant's invoice, which must be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should Town require one to be performed. If Consultant is entitled to reimbursement of travel expenses, then all bills for travel expenses must be submitted in accordance with Section 112.061, Florida Statutes. Consultant must utilize the Town's Standard Consultant invoice for the submission of all payments, which is available at [http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358).

## **Article A3      Performance**

### **A3.01      Performance and Delegation**

The Services to be performed hereunder must be performed by the Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town's Project Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any Subconsultant.

### **A3.02      Removal of Unsatisfactory Personnel**



The Project Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant, or any Subconsultants or subcontractors, or any personnel of any such Subconsultants or subcontractors engaged by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that will not occur. All decisions involving personnel will be made by Consultant. Such request will be solely relate to said employee's work under this Agreement.

### **A3.03 Performance Evaluation**

Upon completion of the Services the Town will conduct an evaluation of the Contractor's performance based on the deliverables and tasks required under the Agreement.

### **A3.03 Consultant's Key Staff**

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

### **A3.04 Time for Performance**

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

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

### **A3.05 Standard of Care**

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant must perform all Services in compliance with Florida Administrative Code Rule 61G15-19.001(4) and Section 471.033(1) (g) of the Florida Statutes. Consultant must perform due diligence, in accordance with best industry practices, in gather information and inspecting a Project site prior to the commencement of design. Consultant is responsible for the professional quality, technical accuracy and coordination of all design, drawings, specification, and other Services furnished by the Consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its designs, drawings, specification or other Services. Consultant willalso be liable for claims for delay costs, and any increased costs in construction, including but not limited to additional work, demolition of existing work, rework, etc., resulting from any errors, omissions, or deficiencies in its designs, drawings, specification or other Services.

## **Article A4 Subconsultants**

### **A4.01 General**

A4.01-1A Subconsultant, as defined in Article A1.18, is a firm that was identified as part of the consulting team in the competitive selection process by which Consultant was chosen to



perform the Services under this Agreement, and as such, is identified and listed in Schedule SC.

- A4.01-2 A Specialty Subconsultant is a person or organization that has, with the consent of the Town Manager, entered into a written agreement with the Consultant to furnish unique or specialized professional services necessary for the Project or task described under Additional Services. Such Specialty Subconsultant will be in addition to those identified in Schedule SC.

#### **A4.02 Subconsultant Relationships**

- A4.02-1 All Services provided by the Subconsultants must be performed pursuant to appropriate written agreements between the Consultant and the Subconsultants, which must contain provisions that preserve and protect the rights of the Town under this Agreement.
- A4.02-2 Nothing contained in this Agreement creates any contractual or business relationship between the Town and the Subconsultants. The Consultant acknowledges that Subconsultants are entirely under its direction, control, supervision, retention and discharge.

#### **A4.03 Changes to Subconsultants**

The Consultant must not add, modify, or change any Subconsultant listed in Schedule SC without prior written approval by the Project Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution.

### **Article A5 Default**

#### **A5.01 General**

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

In the event of termination due to default, in addition to the foregoing, Consultant will be liable to the Town for all expenses incurred by the Town in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the Town in the re-procurement of the Services, including consequential and incidental damages. In the event of default, Town may also suspend or withhold reimbursements from Consultant until such time as the actions giving rise to default have been cured.

#### **A5.02 Conditions of Default**

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

A5.02-1 Consultant fails to obtain or maintain the required insurance.

A5.02-2 Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.

A5.02-3 Consultant fails to commence the Services within the time provided or contemplated herein, or fails to complete the Services in a timely manner as required by this Agreement.

#### **A5.03 Time to Cure Default; Force Majeure**



Town through the Town Manager or designee will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within the time stipulated in said notice, after which time the Town may terminate the Agreement. The Town at its sole discretion, may allow additional days to perform any required cure if Consultant provides written justification deemed reasonably sufficient.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as that term is interpreted under Florida law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

## **Article A6 Termination of Agreement**

### **A6.01 Town's Right To Terminate**

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

A6.01-1 Consultant will have no recourse or remedy from a termination made by the Town except to retain the fees earned as compensation for the Services that were performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the Town, its officials or employees.

### **A6.02 Consultant's Right to Terminate**

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

### **A6.03 Termination Due to Undisclosed Lobbyist or Agent**

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

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

## **Article A7 Documents And Records**

### **A7.01 Ownership of Documents**

All tracings, plans, drawings, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies will be considered works made for hire and will, based on incremental transfer wherein the above will become the property of the Town upon payments made to Consultant or termination of this Agreement without restriction or limitation on their use, and will be made available, on request, to Town at any time during the performance of such Services or upon



completion or termination of this Agreement. Consultant must not copyright any material and products or patent any invention developed under this Agreement. The Town and its agents and representatives will have the right to visit the site for inspection of the Services and the products of Consultant at any time. The Consultant is permitted to retain copies, including reproducible copies, solely for information and reference in connection with the Town's use and occupancy of the Project.

**A7.02 Delivery Upon Request Or Cancellation**

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

**A7.03 Reuse by the Town**

It is understood that this Agreement and any subsequent Work Orders for Services issued hereunder includes the provision for the re-use of plans and specifications, including construction drawings, specifications, and any other documents provided under this Agreement. By virtue of signing this Agreement Consultant agrees to such re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use. The Consultant will not be liable for re-use by the Town of plans, specifications, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

**A7.04 Nondisclosure**

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

**A7.05 Maintenance of Records**

Consultant will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, will have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however such activity will be conducted only during normal business hours. The authorized agents and representatives of the Town include representatives of the grant agency, including, but not limited to the FDOT, FHWA, OIG, etc.

Upon termination by the Town or final completion of the Agreement the Consultant must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Consultant and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Consultant will not be made until the Town receives the public records.

The Consultant must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Agreement for the refusal by the Consultant to comply with Chapter 119, Florida Statutes.



**Article A8 Indemnification**

The Consultant must hold harmless, indemnify and defend the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Consultant or the Subconsultants. The Consultant must pay all claims and losses of any nature whatsoever in connection therewith and must defend all project related suits, in the name of the Town when applicable, and must pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Consultant's obligation under this paragraph will not be limited in any way by the agreed upon contract price, or the Consultant's limit of, or lack of, sufficient insurance protection and will apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultants, its agents, servants, or representatives.

**Article A9 Insurance**

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance.

**A9.01 Companies Providing Coverage**

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

**A9.02 Verification of Insurance Coverage**

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

**A9.03 Forms of Coverage****A9.03-1 Commercial General Liability and Automobile Liability**

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

**A9.03-2 Business Automobile**

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

**A9.03-3 Professional Liability Insurance**

The Consultant must maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$1,000,000 per claim, \$1,00,000 aggregate providing for all sums which the Consultant will be legally obligated to pay as damages for claims arising out of the services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance must be maintained for at least one year after completion of the construction and acceptance of any project covered by this Agreement.

**A9.03-4 Worker's Compensation Insurance**

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

**A9.03-4 Subconsultant Compliance**

Consultant must ensure that all Subconsultants comply with these same insurance requirements.

**A9.04 Modifications To Coverage**

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

**Article A10 Miscellaneous****A10.01 Audit Rights**

The Town reserves the right to audit the Consultant's accounts during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

**A10.02 Entire Agreement**

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

**A10.03 Successors and Assigns**

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

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an



Assignment/Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

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

**A10.04 Truth-In-Negotiation Certification**

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

**A10.05 Applicable Law and Venue of Litigation**

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town under Section A8 where Consultant must pay the Town's reasonable attorney's fees.

**A10.06 Notices**

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

For Town of Miami:  
 Alex Rey  
 Town Manager  
 6601 Main Street  
 Miami, Florida 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)

With a copy to:  
 Christina Semeraro  
 Procurement Manager  
 6601 Main Street  
 Miami, Florida 33014  
[fabrikantg@miamialkes-fl.gov](mailto:fabrikantg@miamialkes-fl.gov)

For Consultant:  
 David Plummer and Associates, Inc.  
 Todd Seymour, Vice President, Design Services  
 1750 Ponce de Leon Boulevard  
 Coral Gables, FL 33134  
[todd.seymour@dplummer.com](mailto:todd.seymour@dplummer.com)

**A10.07 Interpretation**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular will include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any



particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section or Article, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

**A10.08 Joint Preparation**

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

**A10.09 Priority Of Provisions**

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

**A10.10 Mediation - Waiver of Jury Trial**

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

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

**A10.11 Time**

Time is of the essence in this Agreement.

**A10.12 Compliance With Laws**

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

**A10.12-1 Non-Discrimination**

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

**A10.12-2 OSHA Compliance**

The Consultant warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances. The Town reserves the right to refuse Consultant



access to Town property, including project jobsites, if Consultant employees are not properly equipped with safety gear in accordance with OSHA regulations or if a continuing pattern of non-compliance with safety regulations is exhibited by Consultant.

**A10.12-3 ADA Compliance**

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

**A10.13 No Partnership**

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

**A10.14 Discretion of Town Manager**

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

**A10.15 Resolution of Disputes**

Consultant understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town that cannot be resolved with the Project Manager will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Town's Procurement Manager in writing of the dispute identified in Article A10.06, Notices. Consultant must, within five (5) calendar days of the initial notification, all supporting documentation to the Procurement Manager. Failure to submit the documentation within the five (5) calendar days will be consider by the Town that the Consultant has withdrawn its dispute. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding. The Procurement Manager may hold meetings or obtain additional information as deemed necessary to issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant, if it elects to appeal, must submit their appeal in writing within five (5) calendar days to the Town Manager. Failure to submit such appeal of the written finding will constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding. The Town Manager will base his decision on the documentation submitted to or obtained by the Procurement Manager. No additional information or documentation will be considered.

Appeal to the Town Manager for his resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council Consultant will not be entitled to seek judicial relief unless:

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



**A10.16 Contingency Clause**

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

**A10.17 Third Party Beneficiary**

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

**10.18 No Estoppel**

Neither the Town's review, approval or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remains liable to the Town in accordance with applicable laws for all damages to the Town caused by the Consultant's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

Where the Consultant is comprised of more than one legal entity, each such entity will be jointly and severally liable under this Agreement.

**END OF SECTION**

## **SECTION B      SCOPE OF WORK**

### **Article B1      General**

Consultant must provide comprehensive Civil Engineering services necessary for completion of the Project, in accordance with the Agreement, for which Consultant was selected in accordance with Section 287.055 Florida Statutes, as amended, Consultants' Competitive Negotiations Act (CCNA).

#### **B1.01 Scope of Services**

The Consultant agrees to provide comprehensive Professional Services in accordance with all applicable laws and building and environmental regulations, including the Florida Building Code and the Town of Miami Lakes, Florida, Code of Ordinances, and as set forth in this Agreement. Consultant must perform the Services presented in this Agreement. Consultant must furnish, as Basic Services, comprehensive Professional Services for the Project including, but not limited to those describes in Section B2, Basic Services.

#### **B1.02 Maximum Cost Limit**

Prior to authorizing the Consultant to proceed with the commencement of the Basic Services, the Town will notify the Consultant of the maximum for the cost of construction of the Project ("Maximum Cost Limit"). Consultant, if necessary, at no cost to the Town will make revisions to the drawings to maintain the cost of construction within the Maximum Cost Limit.

### **Article B2      Basic Services**

The Basic Services of this Agreement include the Services as defined below.

Consultant must submit one (1) electronic set of all documents and three (3) full size copies of documents required under this Article, without additional charge, for review and approval by Town. Consultant will not proceed with the next task of the Services until the documents have been reviewed and accepted, in writing, by the Town, and a Notice to Proceed with the next phase or task has been issued by the Project Manager.

#### **B2.01 Development of Objectives**

Consultant must confer with representatives of Town, the assigned Town representative (Town's Project Manager), and other jurisdictional agencies to develop several options for how the various elements of a Project will be designed and constructed.

Consultant will conduct a preliminary assessment of the Project Site to analyze the Project for potential issues such such as pathway alignment, safety, excessive slope, right-of-way constraints, conflicts with roadways and vehicular traffic, environmental issues (e.g. stormwater discharge, etc.), accessibility issues, drainage, and the future user experience.

Assist the Town with public outreach and workshops, and participate in public meetings (e.g. meetings with stakeholders, community outreach, Town Council meetings, etc.). It is estimated that a total of six (6) meetings will be held. The Town will coordinate the meetings

#### **B2.02 Schematic Design**

Consultant must prepare and present, in writing and at an oral presentation if requested, for approval by Town, design alternatives for review by the Town. The alternatives should identify any potential right of entry for driveway modifications. Each alternative must be developed based on available funding identified by the Town.

A Statement of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost for each alternative. Such summary must be in



sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation must include a brief description of the basis for estimated costs per each element and similar Project unit costs. Costs must be adjusted to the projected bid date. Any "Statement of Probable Construction Costs" prepared by Consultant represents a reasonable estimate of cost in Consultant's best judgment as a professional familiar with the local construction industry.

The Project Development Schedule must show the proposed completion date of each task of the Project through design, bidding, and post design services.

### **B2.03 Construction Documents**

From the approved Schematic Design, Consultant will prepare for written approval by City, Final Construction Documents setting forth all design drawings and specifications needed to comprise a fully biddable, permittable, constructible Project.

Consultant must produce 60%, 90% and 100% (Final Construction Documents) for review and approval by City, which must include the following:

1. A drawing cover sheet listing an index of all number of drawings by each discipline. Drawings not included in the, 60%, 90% and 100% review must be noted. Consultant must attach an index of all anticipated drawing sheets necessary to fully define the Project. The Final Construction Documents are the signed and sealed drawings that have received all permit approvals.
2. The updated Project Development Schedule to include an outline of major construction milestone activities and the recommended construction duration period in calendar days.
3. An updated Statement of Probable Construction Cost in CSI format.
4. Consultant may also be authorized to include in the Construction Documents approved additive or deductive alternate bid items.
5. A Project Specifications index and Project Manual with at least 60%, 90% and Final of the Specifications completed, if required by the Project Manager.
6. Consultant must include, and will be paid for; Town-requested alternates outside of the established Project scope or that are designed but are not constructed due to a lack of funds. No fee will be paid by Town in connection with alternates required by the failure of Consultant to design the Project within the Maximum Cost Limit.
7. Consultant must provide an index of all submittals required by the Contractor that clearly identifies submittals for which the Contractor will be responsible for design. This index will be included as part of the construction solicitation
8. Consultant must use the Town's standard General Notes. The notes are not to contain any contractual terms and conditions that are contained in the Contract Documents. The Project Manager will provide the Consultant of the Town's standard contract terms and conditions.
9. Consultant must submit any special or supplemental terms and conditions separate from the technical specifications.
10. Consultant will not proceed with further construction document development until approval of the 60% documents is received in writing from Town. Approval by Town will be for progress only and does not relieve Consultant of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Agreement. Consultant must resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary. The 60% Documents review (check) set must be returned

to Town upon submission of 90% and Final Construction Documents and Consultant must provide an appropriate response to all review comments noted on these previously submitted documents.

Of the seven (7) copies to be provided, the Consultant must submit four (4) full size copies of the drawings and specifications, and one digital copy in .pdf format.

#### **B2.04 Dry Run Permitting**

The Consultant must file and follow-up for all required permits at the earliest practicable time during the performance of the Services, the necessary portions of the Construction Documents for approval by Town, County, State and Federal authorities having jurisdiction over the Project by law or contract with the Town, and must obtain any such applicable certifications of permit approval by such authorities. The Consultant must promptly, at any time during the performance of the Work hereunder, advise the Town of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the Consultant is caused by the requirement(s) of any permitting entities.

Upon completion of dry run permitting Consultant must provide three (3) full size sealed copies of the drawings and specifications. Consultant must also provide digital versions of the drawings in .dwg, .plt, and .pdf formats. The specification additional terms and conditions must be provided in both .pdf and .doc formats. The permitted set of drawings will be considered the 100% Final Construction Documents.

#### **B2.05 Bidding and Award of Contract**

##### **B2.05-1 Bid Documents Approvals and Printing**

Upon obtaining all necessary approvals of the Construction Documents, from authorities having jurisdiction, acceptance by the Town of the 100% Construction Documents and latest Statement of Probable Construction Cost, the Consultant will assist the Town in obtaining bids, and evaluating and awarding the construction contract, if required. The Town, for bidding purposes, will have the bid documents printed.

##### **B2.05-2 Issuance of Bid Documents, Addenda and Bid Opening**

- a. The Consultant will provide the Project Manager a bid form that contains the bid line items, estimated quantities, and the units of measure.
- b. The Consultant will provide the Project Manager the number of days required for the Contractor to achieve Substantial Completion.
- c. The Town will issue the bid documents to prospective bidders.
- d. The Consultant must assist the Town in the preparation of responses to questions if any are required during the bidding period. All addendum or clarifications, or responses will be issued by the Town.
- e. The Consultant will prepare revised plans, at no cost to the Town, if any are required, for the Town to issue to all prospective bidders.
- f. The Town will schedule a "Pre-Bid Meeting" on an as needed basis, for the Project. The Consultant may be required to attend any pre-bid meeting(s) and require attendance of Subconsultants at such meetings.

##### **B2.05-3 Bid Evaluation and Award**

The Consultant may assist the Town in evaluation of bids. If the lowest responsive Bid received exceeds the total allocated funds for construction, the Town may:

1. Approve an increase in the Project cost and award a Contract;
2. Reject all bids and re-bid the Project within a reasonable time with no change in the Project, or additional compensation to the Consultant;



3. Direct the Consultant to revise the scope and/or quality of construction, and rebid the Project. The Consultant will, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost based on such revisions within the total authorized construction budget. The Town may exercise such option where the bid price exceeds 10% of the Maximum Cost Limit provided to the Consultant and as may be modified by the Town and the Consultant prior to soliciting bids.
4. Suspend, cancel or abandon the Project.

NOTE: Under item three (3.) above the Consultant will, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the budgeted amount.

## **B2.06 Administration of the Construction Contract**

### **B2.06-1**

The Construction Phase will begin with the award of the construction contract and will end when the Contractor has provided to the Town all post construction documents, including Contractor As-Built drawings, Record Drawings, warranties, guarantees, operational manuals, and Certificate(s) of Occupancy have been delivered to the Town and the Town approves the final payment to the Consultant. During this period, the Consultant must provide administration of the construction contract as provided by this Agreement, and as provided by law.

### **B2.06-2**

The Consultant, as the representative of the Town during the Construction Phase, will advise and consult with the Town and have the authority to act on behalf of the Town to the extent provided in the terms and conditions of the construction contract and their Agreement with the Town.

### **B2.06-3**

The Consultant must visit the Project site to conduct field observations, at a minimum on a weekly basis, to ascertain the progress of the Project and must visit the site as appropriate to conduct field inspections to ascertain the progress of the Project and determine, in general, if the work is proceeding in accordance with the Contract Documents. The Consultant must provide any site visits necessary for certification, if required, by the authorities having jurisdiction. The Consultant will report on the progress the Work, including any defects and deficiencies that may be observed in the work. The Consultant will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the work. The Consultant will be responsible for writing minutes of all meetings and field inspections report it is asked to attend, as well as the distribution of the minutes, except for construction progress meetings, which are the responsibility of the construction contractor. Consultant and will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work. The Consultant will not be held responsible for the Contractor's or subcontractors', or any of their agents' or employees' failure to perform the work in accordance with the construction contract unless such failure of performance results from the Consultant's acts or omissions.

### **B2.06-4**

The Consultant must furnish the Town with a written report of all observations of the Work made by Consultant and require all Subconsultants to do same during each visit to the Project. The Consultant must also note the general status and progress of the work. The Consultant must submit the reports in a timely manner. The Consultant will ascertain that the work is



acceptable to the Town. Consultant must assist the Town in ensuring that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings. Copies of the field reports must be attached to the monthly Professional Services payment request for construction administration services. The Consultant's failure to provide written reports of all site visits or minutes of meeting will result in the rejection of payment requests and may result in a proportional reduction in Construction Administration fees paid to the Consultant.

**B2.06-5**

- a. Based on observations at the site and consultation with the Town, the Consultant will determine the amount due the Contractor based on the pay for performance milestones and recommend approval of such amounts as appropriate. This recommendation will constitute a representation by the Consultant to the Town that, to the best of the Consultant's knowledge, information and belief, the work has progressed to the point indicated and that, the quality of the work is in accordance with the contract and the Contractor is entitled to the amount stated on the requisition subject to: a detailed evaluation of the work for conformance with the contract upon substantial completion;
- b. the results of any subsequent tests required by the contract;
- c. minor deviations from the construction contract correctable prior to completion;
- d. any specific qualifications stated in the payment certificate and further that the Contractor is entitled to payment in the amount agreed upon at a requisition site meeting or as stated on the requisition.

Prior to recommending payment to the contractor, the Consultant will prepare a written statement to the Town on the status of the work relative to the construction schedule, which must be attached to the contractor's request for payment. Such statement must be prepared immediately following the requisition field meeting and must not be cause for delay in timely payment to the Contractor. By recommending approval of a payment to the construction contractor, the Consultant will not be deemed to represent that the Consultant has made any examination to ascertain how and for what purpose the Contractor has used money paid.

**B2.06-6**

The Town will be the interpreter of the requirements of the construction contract and the judge of the performance thereunder. The Consultant will render interpretations necessary for the proper execution or progress of the construction work upon written request of either the Town or the Contractor, and will render written decisions, within maximum of ten (10) calendar days, on all claims, disputes and other matters in question between the Town and the Contractor relating to the execution or progress of the work. Interpretations and decisions of the Consultant must be consistent with the intent of and reasonably inferable from, the construction contract and must be in written or graphic form.

**B2.06-7**

The Consultant will have the authority to recommend rejection of work, which does not conform to the construction contract. Whenever, in its reasonable opinion, the Consultant considers it necessary or advisable to insure compliance with the construction contract, the Consultant will have the authority to recommend special inspection or testing of any work deemed to be not in accordance with the construction contract, whether or not such work has been fabricated or delivered to the Project, or installed and completed.

**B2.06-8**

The Consultant must promptly review and approve, reject or take action on shop drawings, samples, RFIs and other submissions of the contractor. Changes or substitutions to the construction documents must not be authorized without concurrence of the Town. The



Consultant will have a maximum of ten (10) calendar days from receipt of shop drawings, samples, RFI's or other submittals by the Contractor, to return the shop drawings or submittals to the Project Manager with comments indicating either approval or disapproval. Consultant must provide the Project Manager with a detailed written explanation as to the basis for any rejection.

**B2.06-9**

The Consultant must initiate and prepare required documentation for changes as required by the Consultant's own observations or as requested by the Town, and must review and recommend action on proposed changes. Where the Contractor submits a request for Change Order or Change Proposal request, the Consultant must, within ten (10) calendar days, review and submit to the Project Manager, its recommendation or proposed action along with an analysis or study supporting such recommendation.

**B2.06-10**

The Consultant must, in conjunction with the Project Manager, examine the construction work upon receipt of the Contractor's request for substantial completion inspection of the Project and must, prior to acceptance by the Town, recommend execution of a "Certificate of Acceptance for Substantial Completion after first ascertaining that the Project is substantially complete in accordance with the construction contract requirements. The Consultant will in conjunction with representatives of the Town and the Contractor prepare a punch list of any defects and discrepancies in the work required to be corrected by the Contractor in accordance with Florida Statute 218.735. Upon satisfactory completion of the punch list the Consultant will recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor. The Consultant will review upon receipt all required closeout documentation from the Contractor, including but not limited to all guarantees, operating and maintenance manuals for equipment, as-built drawings, warranties, and such other documents and certificates as may be required by applicable codes, law, and the construction contract, and deliver them to the Town before final completion will be issued to the Contractor.

Consultant must attend a second substantial completion inspection if required.

**B2.06-11**

The Consultant must review the Contractor's "as-built" drawings and submit them to the Town upon approval or rejection by the Consultant. The Contractor is responsible for preparing the "as-built" drawings.

**B2.06-12**

The Consultant must monitor and provide assistance in obtaining the Contractor's compliance with its construction contract relative to 1) initial instruction of Town's personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems and 3) final clean-up of the Project to assure a smooth transition from construction to occupancy by the Town.

**B2.06-13**

The Consultant must furnish to the Town the original documents, including drawings, revised to "as-built" conditions based on information furnished by the Contractor; survey, and specific condition. In preparing the "Record Set" documents the Consultant must rely on the accuracy of the information provided by the Contractor, including the Contractor's record drawings. Any certification required under this Agreement including the contents of "as-built" documents is conditioned upon the accuracy of the information and documents provided by the construction contractor. Transfer of changes made by "Change Authorization", "Change Order", "Request for

Information”, substitution approvals, or other clarifications will be the Consultant's responsibility to incorporate into the "Record Set". Changes made in the field to suit field conditions, or otherwise made by the Contractor for its convenience must be marked by the Contractor on the "Field Record Set" and transferred to the original contract documents by the Consultant. The original documents as well as the "Record Set" will become the property of the Town. A reproducible set of all other final documents will be furnished to the Town free of charge by the Consultant. The Consultant must furnish to the Town one complete set of "Record Set Drawings", in Auto CADD Version 2007 or such other format acceptable to the Town.

**B2.06-14**

The Consultant must prepare a statement of work completion and submit them to the Town and DERM, if required.

**B2.06-15**

The Consultant will assist the Town in the completion of the Contractor's performance evaluation during construction work and upon final completion of the Project.

**B2.07 Time Frames for Completion**

The timeframes for the completion of the Project and its phase or tasks are established in Schedule 1 of the Agreement.

**Article B3 Additional Services**

**B3.01 General**

Services categorized below as “Additional Services” may be specified and authorized by the Town and are normally considered to be beyond the scope of the Basic Services. Additional Services will be authorized in a Work Order and will be compensated for as provided in Section C.

**B3.02 Examples**

Except as may be specified in this Agreement, Additional Services may include, but are not limited to the following:

**B3.02-1**

Appraisals: Investigation and creation of detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by Town.

**B3.02-2**

Specialty Design: Any additional special professional services not included in the Scope of Services.

**B3.02-3**

Extended Testing & Training: Extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Town’s personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer. Provide Commissioning Services as part of systems start-up.

**B3.02-4**

Major Revisions: Making major revisions to drawings and specifications resulting in or from a change in Scope of Work requested by the Town, when such revisions are inconsistent with written approvals or instructions previously given by Town and are due to causes beyond the control of Consultant. (Major revisions are defined as those changing the Scope of Work and arrangement of spaces or scheme or any significant portion thereof). These do not include revisions resulting from a



regulatory agencies requirements for the Services to meet applicable building code requirements, or other laws, rules or regulations.

**B3.02-5**

Expert Witness: Preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding, providing, however, that Consultant cannot testify against Town in any proceeding during the course of this Agreement.

**B3.02-6**

Miscellaneous: Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice related to construction.

**B3.03 Additional Design**

The Town may, at its option, elect to proceed with additional design work, which will be handled in accordance with the requirement for Additional Services.

**Article B4 Town's Responsibilities**

**B4.01 Project & Site Information**

The Town, at its expense and insofar as performance under this Agreement may require, may furnish the Consultant with the information described below, or, if not readily available, may authorize the Consultant to provide such information as part of the Basic Services or as an Additional Service, which will be paid eligible as a Reimbursable Expense.

**B4.01-1**

Surveys: Complete and accurate surveys of building or sites, giving boundary dimensions, locations of existing structures, the grades and lines of street, pavement, and adjoining properties; the rights, restrictions, easements, boundaries, and topographic data of a building site, and existing utilities information regarding sewer, water, gas, telephone and electrical services.

**B4.01-2**

Soil Borings, Geotechnical Testing: Soil borings or test pits; chemical, mechanical, structural, or other tests when deemed necessary; and, if required, an appropriate professional interpretation thereof and recommendations. Consultant will recommend necessary tests to City.

**B4.01-3**

General Project Information: Information regarding Project Budget, City and State procedures, guidelines, forms, formats, and assistance required establishing a program as per Section A2.02

**B4.01-4**

Existing Drawings: Drawings representing as-built conditions at the time of original construction, subject to as-built availability. However, such drawings, if provided, are not warranted to represent conditions as of the date of receipt. Consultant must still perform field investigations as necessary in accordance with Section A2.01 to obtain sufficient information to perform its Services.

**B4.01-5**

Reliability: The services, information, surveys and reports described in A4.01-1 through A4.01-4 above, will be furnished at Town's expense, and Consultant will be entitled to rely upon the accuracy and completeness thereof, provided Consultant has reviewed all such information to determine if additional information or testing is required to properly design the Project.

**B4.02 Construction Management**

**B4.02-1**

During construction, the Consultant and Town staff will assume the responsibilities described in the general conditions and supplementary conditions of the construction contract relating to review and approval of the construction work by the Contractor.

**B4.02-2**

If the Town observes or otherwise becomes aware of any fault or defective construction work in the Project, or other nonconformance with the construction contract during construction, the Town will give prompt notice thereof to the Consultant.

**END OF SECTION**



## **SECTION C    COMPENSATION AND PAYMENTS**

### **Article C1        Method of Compensation**

The fees for Professional Services for the Project and each Work Order will be determined by one of the following methods or a combination thereof, at the option of the Town Manager or designee, with the consent of the Consultant.

- a) A Lump Sum, which may include not to exceed components in accordance with C3.01 below.
- b) An Hourly Rate, in accordance with C3.02 below and at the rates set forth in the Agreement.

#### **C1.01    Compensation Limits**

The aggregate sum of all payments for fees and costs, including reimbursable expenses, to the Consultant payable by the Town under this Agreement will be limited to the amount specified in Section A2.03-1 as the maximum compensation limit for cumulative expenditures under this Agreement. Under no circumstances will the Town have any liability for Services performed, or as otherwise may be alleged or claimed by Consultant, beyond the cumulative amount provided herein, except where specifically approved in accordance with the Town's Procurement Ordinance, either by the Town Manager or Town Council, as applicable, as an increase to the Agreement and put into effect via an Amendment to this Agreement.

#### **C1.02    Consultant Not To Exceed**

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

### **Article C2        Wage Rates**

#### **C2.01    Fee Basis**

All fees and compensation payable under this Agreement will be formulated and based upon the certified negotiated Wage Rates stated in Schedule 2 of the Agreement. Said Wage Rates are the effective direct hourly rates, as approved by the Town, of Consultant and Subconsultant employees in the specified professions and job categories that are to be utilized to provide the Services under this Agreement, regardless of manner of compensation.

Should the Consultant intend to utilize personnel or Subconsultants for the Project where the Wage Rates have not been established, the Consultant must request that the Town add the person or Subconsultant's wage rates to Schedule 2 prior to the use of the personnel. The Town may require that the Consultant provide documentation substantiating the request.

#### **C2.02    Employees and Job Classifications**

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

#### **C2.03    Multiplier**

For Work assigned under this Agreement, in accordance with firm's FDOT qualifying letter dated September 4, 2015, a multiplier of 1.49 will apply to Consultant's hourly Wage Rates in calculating compensation payable by the Town. Said multiplier is intended to cover Consultant's employee benefits (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and



unemployment benefits) and Consultant's profit, and overhead including, without limitation, office rent, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, stenographic, administrative and clerical support, management and supervisory responsibilities, time or travel and subsistence not directly related to the Project. The multiplier **does not** apply to the Principal, owner, or partner of the Consultant except where they are preparing drawings or specifications, preparing a study report, or similar tasks.

The Town may request at any time during the term of the Agreement that the Consultant provide updated information to validate its multiplier. It is the responsibility of the Consultant to notify the Town whenever circumstances that will result in a change to the multiplier.

#### **C2.04 Calculation**

Said Wage Rates are to be utilized by Consultant in calculating compensation payable for Additional Services requested by Town or where the Consultant proposes to add additional staff. Consultant must identify job classifications, available staff and projected man-hours required for the proper completion of tasks or groups of tasks, milestones and deliverables identified in a request for Additional Services.

#### **C2.05 Wage Rate Adjustments**

There will be no wage rate adjustments permitted under this Agreement.

### **Article C3 Computation of Fees and Compensation**

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

#### **C3.01 Lump Sum**

Compensation for a Scope of Work will typically be a Lump Sum, either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the Town, to be mutually agreed upon in writing by the Town and the Consultant. Lump Sum and Lump Sum not to Exceed methods of compensation are the preferred methods of compensation. The Lump Sum or Lump Sum not to Exceed will be calculated utilizing the Wage Rates established in Schedule 2. Such Fee(s) will be subject to validation by the Town and the Town may request additional information to substantiate the Fee(s).

**C3.01-1 Lump Sum Fixed Fee** will be the total amount of compensation to be paid to the Consultant for the Services performed on the Project Work Order, or phase/ task of the Project or Work Order. Payments to the Consultant will be based on a percentage of completion basis.

**C3.01-3 Lump Sum Not to Exceed Fee** will establish the maximum amount of compensation to be paid to the Consultant for the Services performed on the Project Work Order, or phase/task of the Project or Work Order. Payments to the Consultant will be based on the actual work effort required to complete the Project, Work Order, phase or task.

**C3.01-3 Guaranteed Maximum Lump Sum** will be the total maximum fee amount payable by Town wherein certain aspects, tasks or allowances may not be defined, quantified and calculated at the time of Work Order issuance. A Guaranteed Maximum Lump Sum compensation may represent a combination of Fixed Fees for Professional Services and not to exceed allowances for Reimbursable Expenses or Additional Services.

**C3.01-4 Lump Sum Fee Adjustment:** Where the Town authorizes a substantial or material change in the Scope of Services, the Lump Sum Base Fee may be equitably adjusted by mutually consent of the parties, which will be reflected in an amendment to the Agreement.



**C3.02 Hourly Rate Fees**

**C3.02-1** Hourly Rate Fees are those rates for Consultant and Subconsultant employees identified in Schedule 2 Wage Rates. All hourly rate fees will include a maximum not to exceed figure, inclusive of all costs expressed in the Agreement. The Town will have no liability for any fee, cost or expense above this figure.

Hourly Rate Fees will be used only in those instances where the parties agree that it is not possible to determine, define, quantify or calculate the complete nature, or aspects, tasks, man-hours, or milestones for a Work Order or portion thereof at the time the Work Order is issued. In such cases, the Town will establish an allowance in the Work Order that will serve as a Not to Exceed Fee for the Services to be performed on an Hourly Rate Basis.

Consultant must maintain records acceptable to the Town to track the hours of work performed by each person.

**C3.03 Reimbursable Expenses**

Any fees for authorized reimbursable expenses must not include charges for any expenses identified in Article C2.03, Multiplier. All reimbursable services must be billed to the Town at direct cost expended by the Consultant, without any mark-up, including but not limited to charges for the Consultant handling, office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications (above the quantities set forth in this Agreement), mailing, stenographic, clerical, or other employees time for travel and subsistence. Town authorized reproductions in excess of the number of sets required for each phase of the Services will be a Reimbursable Expense.

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

**C3.04 Fees for Additive or Deductive Alternates**

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

**C3.05 Fees for Additional Services**

The Consultant may be authorized to perform Additional Services for which additional compensation or Reimbursable Expenses, as defined in this Agreement under Sections C3.03 and C3.05 respectively, may be applicable. The Consultant must utilize the Work Order Proposal Form and worksheets which can be found on the Town's website at [http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358). The webpage also provides the procedures for completing these forms. Failure to use the forms or follow the procedures will result in the rejection of the Work Order Proposal.

**C3.05-1 Determination of Fee**

The compensation for such services will be one of the methods described Sections C3.01 and C3.02,.

**C3.05-2 Procedure and Compliance**

An independent and detailed Work Order or an Amendment to a previously issued Work Order will be required to be issued and signed by the Town Manager for each Additional Service requested by the Town. The Work Order will specify the fee for such service and upper limit of the fee, which must not be exceeded, and must comply with the Town's regulations, including the Procurement Ordinance, the Consultant's Competitive Negotiation Act, and all other applicable laws.

**C3.06 Payment Exclusions**

Consultant will not be compensated by Town for revisions and modifications to drawings and specifications, for extended construction administration, or for other Services when such Services are due to errors or omissions of the Consultant, as determined by Town.

**C3.07 Fees Resulting From Project Suspension**

If a Project is suspended for the convenience of the Town for more than three (3) months or terminated without any cause in whole or in part, the Consultant will be paid for Services duly authorized and performed prior to such suspension or termination, together with the cost of authorized Reimbursable Expenses, and all appropriate, applicable, and documented expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the Consultant's further compensation will be subject to renegotiations.

**Article C4 Payments to the Consultant****C4.01 Payments Generally**

Payments for Basic Services may be requested monthly in proportion to Services performed during each Phase of the Work. Subconsultant fees and Reimbursable Expenses must be billed to the Town in the actual amount paid by Consultant. Consultant must utilize the Town standard Consultant Invoice Form as identified in Section A2.03-2. Failure to use the Town's invoice form will result in rejection of the payment request.

**C4.02 Comprehensive Basic Services**

For Projects and Work Orders contain multiple phases or task, payments will not exceed the amount stipulated for each phase/task and the aggregate payment will not exceed the total value of the Agreement.

**C4.03 Billing – Hourly Rate**

Invoices submitted by the Consultant must be sufficiently detailed and accompanied by supporting documentation to allow for proper audit of expenditures. When Services are authorized on an Hourly Rate basis, the Consultant must submit for approval by the Project Manager, a Town invoice form, with supporting documentation providing the names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on the Project, Work Order, phase or task. Any authorize Reimbursable Expenses may then be added. The Consultant must attach to the invoice all supporting data for payments made to and incurred by Subconsultants engaged on the Project. In addition to the invoice, the Consultant must, for Hourly Rate authorizations, submit a progress report giving an update on the completion of the Project, Work Order, or the applicable phase or task.

**C4.03 Payment for Additional Services & Reimbursable Expenses**

Payments for Additional Services must comply with the requirements of this Sections 3.03. 3.05 and Section C4. Failure to comply with these requirements will result in the delay of payment by the Town.



**Article C5 Reimbursable Expenses**

**C5.01 General**

Reimbursable Expenses are those items authorized by the Town outside of or in addition to the Scope of Work as identified in the Basic Services or Work Order and consist of actual expenditures made by the Consultants and the Consultant's Subconsultants, as stated in Section 3.03 for the following:

**C5.01-1 Transportation**

Transportation will not be considered a reimbursable expense under this Agreement.

**C5.01-2 Travel And Per Diem**

Travel and per diem will not be considered a reimbursable expense under this Agreement.

**C5.01-3 Communication Expenses**

Identifiable communication expenses approved, in writing and in advance by the Town Manager, including long distance telephone, courier and express mail between the Consultant's and Subconsultant's offices or the Town's offices.

**C5.01-4 Reproduction, Photography**

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

**C5.01-5 Permit Fees**

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

**C5.02 Reimbursements to Subconsultants**

Reimbursable Subconsultant expenses are limited to the items described above when the Subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Town Manager and subject to all budgetary limitations of the Town and requirements of the Agreement.

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

Witness/Attest

Consultant, David Plummer and Associates, Inc.

  
Signature

  
Signature

Miniam Muhira Asst. Manager  
Print Name, Title

TIMOTHY J. PLUMMER, PRESIDENT  
Print Name, Title of Authorized Officer or Official

Attest:


(Corporate Seal)

Consultant Secretary  
(Affirm Consultant Seal, if available)


Attest:

Town of Miami Lakes, a municipal corporation of the State of Florida

  
Gina Inguanzo, Town Clerk

  
Alex Rey, Town Manager

Approved as to Legal Form and Correctness:

  
Raul Gastesi, Town Attorney



**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of DAVID PLUMMER AND ASSOCIATES, a corporation organized and existing under the laws of the State of FLORIDA, held on the 15 day of FEBRUARY, 2016, a resolution was duly passed and adopted authorizing (Name) TIMOTHY J. PLUMMER as (Title) PRESIDENT of the corporation to execute agreements on behalf of the corporation and providing that his execution thereof, attested by the secretary of the corporation, will be the official act and deed of the corporation.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 15, day of FEBRUARY 2016.

Secretary: Kathleen R. Plummer

Print: KATHLEEN R. PLUMMER

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

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

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

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

Partner: \_\_\_\_\_

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

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

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

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

Signed: \_\_\_\_\_

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

NOTARIZATION

STATE OF FLORIDA )

) SS:

COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 15 day of FEBRUARY, 2016, by TIMOTHY J. PLUMMER, who is personally known to me or who has produced PERSONALLY KNOWN as identification and who (did / did not) take an oath.

Susan M. Killmeyer  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA



SUSAN M. KILLMEYER  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC



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

Witness/Attest

Consultant, David Plummer and Associates, Inc.

  
Signature

  
Signature

Miniam Muhira Asst. Manager  
Print Name, Title

TIMOTHY J. PLUMMER, PRESIDENT  
Print Name, Title of Authorized Officer or Official

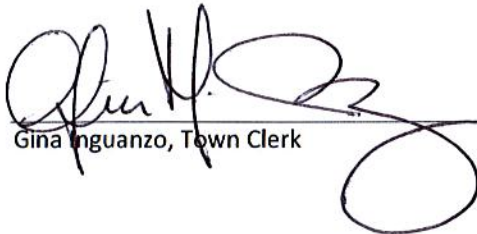
Attest:

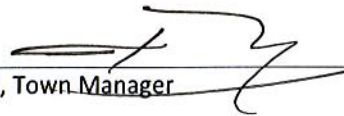
(Corporate Seal)

Consultant Secretary  
(Affirm Consultant Seal, if available)

Attest:

Town of Miami Lakes, a municipal corporation of the State of Florida

  
Gina Inguanzo, Town Clerk

  
Alex Rey, Town Manager

Approved as to Legal Form and Correctness:

  
Raul Gastesi, Town Attorney

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

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

Partner: \_\_\_\_\_

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

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Signed: \_\_\_\_\_

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



NOTARIZATION

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) SS:

COUNTY OF DADE )

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Susan M. Killmeyer  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA



SUSAN M. KILLMEYER  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

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Signature

  
Signature

Minam Muhira Asst. Manager  
Print Name, Title

TIMOTHY J. PLUMMER, PRESIDENT  
Print Name, Title of Authorized Officer or Official

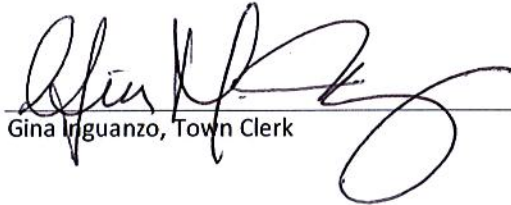
Attest:

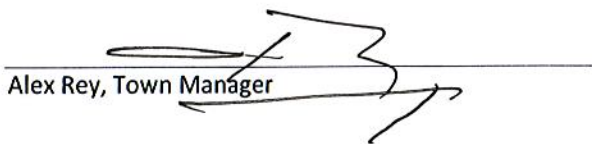
(Corporate Seal)

Consultant Secretary  
(Affirm Consultant Seal, if available)

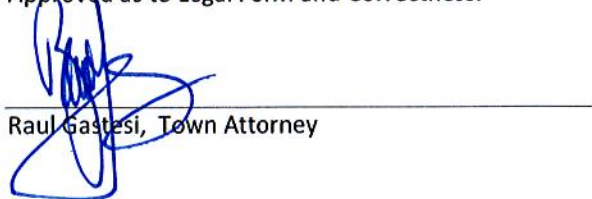
Attest:

Town of Miami Lakes, a municipal corporation of the State of Florida

  
Gina Inguanzo, Town Clerk

  
Alex Rey, Town Manager

Approved as to Legal Form and Correctness:

  
Raul Gastesi, Town Attorney



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

IN WITNESS WHEREOF, I have hereunto set my hand this 15, day of FEBRUARY 2016.

Secretary: Kathleen R. Plummer

Print: KATHLEEN R. PLUMMER

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(IF PARTNERSHIP)**

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

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

Partner: \_\_\_\_\_

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

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

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

Signed: \_\_\_\_\_

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

**NOTARIZATION**

STATE OF FLORIDA )

) SS:

COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 15 day of FEBRUARY, 2016, by TIMOTHY J. PLUMMER, who is personally known to me or who has produced PERSONALLY KNOWN as identification and who (did / did not) take an oath.

Susan M. Killmeyer  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA



SUSAN M. KILLMEYER  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC



**David Plummer & Associates Inc.**

1750 Ponce de Leon Boulevard  
Coral Gables, FL. 33134

**Consultant Project Proposal**

January 5, 2016

Dear Ms. Christina Semeraro:

David Plummer & Associates, Inc. (DPA) proposes to provide the services identified below for the project entitled Design Services for Safe Routes to School Project pursuant to the Professional Service Agreement provided by Town of Miami Lakes for Engineering services, dated 11/18/2015.

**I. General**

This project is for a proposed greenway trail and safe route to school on the east side of Miami Lakeway North and Miami Lakeway South (Route). The route begins at Miami Lakes Middle School and ends at Miami Lakes Elementary School. The estimated length of this route is 1.5 miles.

DPA will provide design documents, assistance during pre-bid phase, construction cost estimates, assist with one public workshop for the project. The project includes a new shared path, swale restoration/improvements, drainage improvements, curb/gutters, sidewalks, tree relocation, signage and striping. .

**II. Scope of Work**

This project scope of services is based on the RFQ 2015-11R, the supporting FDOT format staff-hour spread sheets, and the following items to further clarify the project scope of services:

1. This project does not include any lighting studies or lighting design.
2. The traffic signalization improvements will include only pedestrian signal equipment improvements to the two existing signalized intersections.
3. There will be no irrigation, hardscape, or ground cover plantings only tree relocation and removal for the proposed pathway.
4. The storm drainage improvements will be limited to swale modifications.
5. Analysis of existing drainage systems are not included in this scope of services.
6. The bidding documents, and front end contractual documents will be prepared by the Town of Miami Lakes.
7. There will be one public meeting for the project. There will be a review submittal at 75% and 100%.
8. The post design services staff hours will be determined prior to the construction phase.

**III. Subconsultants**

The following Subconsultants will assist in the performance of the Services under the Agreement.  
(add additional pages as needed)

Subconsultant's Name	Specialty of Expertise
Rosenberg Gardner Design	Landscape Architecture
Enter Name	Enter Specialty
Enter Name	Enter Specialty
Enter Name	Enter Specialty
Enter Name	Enter Specialty

**IV. Schedule of Work – Time for Performance**

Consultant will submit the deliverable and perform the Services as stated in the table below:  
(add additional pages as needed)

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	Major Task, Sub-Task Activity, or Deliverable	Duration (specify weeks or calendar days)	Delivery (cumulative weeks or calendar days)
1	75% submittal of plans for review	8 weeks	NTP+8 weeks
2	100% submittal of plans for review	9 weeks	NTP+17 weeks
3	RFP & Prepare Construction Checklist for submittal	9 weeks	NTP+25 weeks
Enter Text.	Enter Text.	Enter Text.	NTP+Enter Text.
Enter Text.	Enter Text.	Enter Text.	NTP+Enter Text.
Enter Text.	Enter Text.	Enter Text.	NTP+Enter Text.

**V. Compensation**

Consultant shall perform the Work detailed in this Proposal for a total not to exceed \$63,291.12 sixty three thousand two hundred ninety one and twelve cents. The Consultant will be paid based on a fixed fee basis. The Town shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. The fee may include an allowance for Reimbursable Expenses required in connection with the Work, in an amount not to exceed that stated in the table below. Reimbursable Expenses will be used and compensated for in accordance with the Agreement and must conform to the limitations of Florida Statutes § 112.061.

The following is a summary of the method and amount of compensation to be paid for each Task or Activity as identified in Section IV above.

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	Major Task, Sub-Task Activity, or Deliverable	Fee Amount	Fee Basis
1	Monthly Invoices	\$as invoiced	fixed fee
Enter Text.	Enter Text.	\$Enter Fee	Choose an item.
Enter Text.	Enter Text.	\$Enter Fee	Choose an item.



Enter Text.	Enter Text.	\$Enter Fee	Choose an item.
Enter Text.	Enter Text.	\$Enter Fee	Choose an item.
Enter Text.	Enter Text.	\$Enter Fee	Choose an item.
	<i>Subtotal – Professional Fees</i>	\$Enter Subtotal	
	<i>Allowance for Reimbursable Expenses</i>	\$427.21	
	<b>TOTAL</b>		\$63,291.12

**VI. Exclusions from Basic Services**

The following services are not included in the Basic Services to be performed under this Work Order:

**Services not included in this scope of services include, topographic survey, irrigation design, landscaping (only tree relocation included), drainage structure design, construction administration.**

**VII. Town Furnished Documents & Data**

**Topographic survey of the right-of-way and geotechnical reports with pavement cores will be provided by the Town of Miami Lakes.**

**VIII. Additional Services**

The Town may include an allowance account under the approved Work Order for Additional Services that may be requested by the Town, which will be used at the sole discretion of the Town.

**David Plummer & Associates, Inc.**

  
 \_\_\_\_\_  
 Signature

**TODD SEYMOUR / VP DESIGN SERVICES**  
 \_\_\_\_\_  
 Printed Name and Title

1/12/2016  
 \_\_\_\_\_  
 Date

**Town of Miami Lakes\***

Dept. Approval:   
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Elia Nunez  
 Public Works Director

Procurement:   
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Christina Semeraro  
 Procurement Manager

Town Manager: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Alex Rey  
Town Manager

Work Order No.: \_\_\_\_\_  
(Assigned by the Town upon approval)

\*The Town may at its sole discretion approve this Work Order Proposal by signing below of the Town may issue a separate Work Order for the Services.



# REQUEST FOR QUALIFICATIONS

## DESIGN SERVICES FOR THE SAFE ROUTES TO SCHOOL PROJECT

**RFQ No. 2015-11R  
(REISSUED)**



**The Town of Miami Lakes Council:**

**Mayor Wayne Slaton  
Vice Mayor Manny Cid  
Councilmember Timothy Daubert  
Councilmember Tony Lama  
Councilmember Ceasar Mestre  
Councilmember Frank Mingo  
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

**DATE ISSUED: June 15, 2015**

**CLOSING DATE: July 13, 2015**

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**DESIGN SERVICES FOR SAFE ROUTES TO SCHOOL PROJECT**

**RFQ 2015-11R**

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**SECTION 1**  
**TOWN OF MIAMI LAKES**  
**DESIGN SERVICES FOR THE SAFE ROUTES TO SCHOOL PROJECT**  
**RFQ NO. 2015-11**  
**NOTICE TO PROPOSERS**

The Town of Miami Lakes (the "Town") is accepting sealed Responses for the Civil Engineering Services ("Services") for the Town's **Safe Routes to School Project**.

The Town plans to implement a greenway trail and safe route to school on the east side of Miami Lakeway North and Miami Lakeway South ("Project"). The Project includes a new shared use path, swale restoration/improvements, drainage improvements, curbs, gutters, sidewalks, lighting improvements, landscaping, signage and striping. The Services consists of providing analysis, design documents, and construction administration services for the Project. Additional details on the Scope of Services contained in Section 3 of the Request For Qualifications ("RFQ").

**This project is partially funded through the Federal Local Agency Program administered by FDOT. This solicitation contains specific requirements that both the Proposer and its subconsultants must meet. See Section 4.21 for additional information.**

Sealed Responses must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014 by 2:00 P.M. on July 13, 2015.

A Pre-Proposal Conference will not be held for this solicitation.

Copies of the RFQ will only be made available on the Town's website at [http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=289&Itemid=278](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=289&Itemid=278). Most documents will be in .pdf format, and some may be fillable .pdf documents.

Any further inquiries regarding this RFQ must be directed to the Procurement Office, via email at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov).

All Proposals must be submitted in accordance with the requirements of the RFQ. **Any Proposals received after the specified time and date will not be considered.** The responsibility for submitting a Proposal before the stated time and date and at the correct location is solely and strictly the responsibility of the Proposer.

*Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation.*



## **SECTION 2 - OVERVIEW**

### **2.1. Invitation**

The Town of Miami Lakes (the "Town") invites responses ("Responses") this Request for Qualifications ("RFQ") to provide the civil engineering services as described in Section 3.0: "*Scope of Services.*" This RFQ is being issued pursuant to Florida Statute 287.055: the "Consultants' Competitive Negotiation Act."

### **2.2. Agreement Terms and Conditions**

The Proposer(s) selected to provide the requested service(s) identified herein as the "Successful Proposer(s)" will be required to execute a Professional Services Agreement ("Agreement") with the Town in substantially the same form as the Agreement included as part of the RFQ.

### **2.3. Submission of Responses**

The Town reserves the right to accept any Responses deemed to be in the best interest of the Town, to waive any minor irregularities, or omissions or technicalities in any Response, or to reject any or all Responses and to re-advertise for new Responses, in accordance with the applicable sections of the Town Charter and Code, and this RFQ.

Sealed written Responses must be received by the Town Clerk's Office, no later than the date, time and at the location indicated in the Notice to Proposers to be responsive. Faxed or emailed documents are not acceptable and will not be considered. Proposers are solely responsible to ensure timely delivery of its Response and any Responses received, no matter the reason or cause, after the stated date and time or delivered to a different address or location will not be considered. One (1) original and seven (7) copies of the original plus one (1) copy in digital form (on CD-ROM or flash/thumb drive in .pdf format), of your Response must be timely received by the Town or your Response will be disqualified. Copies are to be duplicates of the original. Where there is a discrepancy between the original and any copy the original documents will prevail.

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

Proposals from joint venture firms will not be accepted in response to this RFQ.

### **2.4. Submission Requirements**

Proposers should carefully review the submission requirements for this RFQ. The RFQ requires the submission of specific information, the use of specific forms, and specific formatting of a Response. Should a Proposer fail to comply with the requirement of the RFQ the Response may be deemed non-responsive.

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

Responses must be signed by an official authorized to bind the Proposer to the provisions given in the Response. Responses must remain valid for at least 120 days. Upon award of an Agreement, the

contents of the Proposal of the Successful Proposer(s) will be included as part of the Agreement, at the Town's discretion.

Responses must be submitted in a sealed envelope or package with the RFQ number, title and due date clearly noted on the outside of the envelope.

## **2.5. Cone of Silence**

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this RFQ.

## **2.6. Additional Information or Clarification**

Requests for additional information or clarifications must be made in writing via email. Proposers must e-mail their requests for additional information or clarifications to the attention of the Procurement Office at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Facsimiles will not be reviewed. Any request for additional information or clarification must be received no later than ten (10) calendar days before the Response Submission Date. Late or mis-delivered requests will not receive a reply.

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary by written addendum issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued will prevail. All addendum will be posted on the Town's website at [http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=289&Itemid=278](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=289&Itemid=278).

It is the Proposer's sole responsibility to ensure receipt and acknowledgement of all addenda. Prior to submitting the Response, the Proposer should check the Town website. The webpage is located at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov).

## **2.7 Award of an Agreement**

The Town anticipates awarding one Agreement for the Project. The Town reserves the right to execute or not execute, as applicable, Agreement(s) with the Successful Proposer(s) when it is determined to be in the Town's best interests. The award and execution of the Agreement will comply with the Consultants' Competitive Negotiation Act, Florida Statute §287.055, as amended, The Town reserves the right in its best interest, to determine if an award will be made and the number of awards made under this RFQ.

In the event of a tie score in the rating and ranking of the Proposals the higher ranking will be assigned to the Proposer that certifies that is in compliance with Section 287.087, Florida Statutes. Should a tie occur the Town will require the Proposers to submit a Drug Free Workplace Certification form. Should each of the tied Proposers comply with the Florida Statute requirement the Town Manager shall break the tie.

## **2.8 Execution of Agreement**

By submitting a Response, the Proposer agrees to be bound to and execute the Agreement as reflecting in Attachment A if it is the Successful Proposer(s). Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for Town's consideration. Only comments and proposed revisions included within the Response will be considered by the Town. Any



comments identified after the Response has been received will not be considered by the Town. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received will be grounds for removal from further consideration for award. None of the foregoing precludes the Town, at its option, from seeking to negotiate changes to the Agreement during the negotiation process.

The Town will require the successful Proposer to provide, for itself, and any Subconsultant(s) any or all of the following documentation to support the submission of a fee proposal as a condition precedent to execution of an Agreement.

- Raw labor rates by labor or professional classification certified as accurate by an officer of the company or a certified public accountant.
- Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- Updated information reflecting information resulting from negotiation of the Agreement.

The Town may require specific forms for submission of portions of the information contained above and if such forms are required they will typically be available on the Town's website. Where the Town does not provide specific forms to be utilized, the Proposer must provide the information in a format acceptable to the Town.

## **2.9 Unauthorized Work**

The Successful Proposer(s) must not begin work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin work. Any unauthorized work performed by the Successful Proposer(s) will be deemed non-compensable by the Town and Proposer will not have any recourse against the Town for performing unauthorized work.

## **2.10. Changes/Alterations**

Proposer may change or withdraw a Response at any time **prior to** the Response Submission Deadline. All changes or withdrawals must be made in writing to the point of contact specified in Article 2.6, "Additional Information and Clarifications". Oral/Verbal modifications will not be considered. Written modifications will not be accepted after the Response Submission Date. Any changes or withdrawal must be made by an individual authorized to make changes or revisions. Written proof of such authority must be submitted with such request. Proposers must not assign or otherwise transfer its Response.

## **2.11. Subconsultant(s)**

A Subconsultant is an individual or firm who has a contract with the Proposer or Proposer's firm to assist in the performance of services required under this RFQ. A Subconsultant must be paid through Proposer or Proposer's firm and not paid directly by the Town. Subconsultants are allowed by the Town in the performance of the proposed services under this RFQ.

Proposer must clearly reflect in its Response the major Subconsultants to be utilized in the performance of required Services. Any and all liabilities regarding the use of a Subconsultant will be borne solely by the Successful Proposer(s) and insurance for each Subconsultant must be maintained in good standing and approved by the Town throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Subconsultants are considered to be employees or agents of the Town. Failure

to list all major Subconsultants and provide the required information may disqualify any proposed Subconsultants from performing work under this RFQ.

Proposers are expressly prohibited from substituting Subconsultant contained in the Response. Such substitution, for any reason, after receipt of the Response, and prior to award by the Town, will result in disqualification of the Response from further consideration for award.

#### **2.12. Discrepancies, Errors, and Omissions**

Any discrepancies, errors, or ambiguities in the RFQ or addenda, if any, should be reported in writing to the email identified in Article 2.6 of the RFQ. Should it be necessary, the Town will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

#### **2.13. Disqualification**

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

The Town reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods or services to the Town, or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Response submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or local public entity within the past five (5) years will be rejected as non-responsive and Proposer must not be considered for award.

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

#### **2.14. Proposer's Expenditures**

Proposer understands and agrees that any expenditure it makes in preparation and submittal of Responses or in the performance of any services requested by the Town in connection with the Responses in response to this RFQ are exclusively at the expense of the Proposers. The Town will not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an award of a contract or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded, or administrative or judicial proceedings resulting from the solicitation process.

#### **2.15 Inspection of the Site**

Proposers should carefully examine the site of the proposed work before submission of a Response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all Services required pursuant to the mandates and requirements of this RFQ and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions



or difficulties that may be encountered in the execution of the Work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

**2.16. Execution of Proposal**

The Proposal must be manually signed, in blue ink, by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a partnership is the Proposer, the Proposal must be signed in the name of the firm by one or more of the partners. Anyone signing the Response as an agent for the Proposer must file with the Response legal evidence of signature authority. Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their permit to transact business in the State of Florida with the Response. Failure to promptly documents will result in the rejection of the Response as non-responsive.

Proposer understands that submitting a Response to this RFQ does not constitute as agreement or contract with the City.

**2.17. Certification of Accuracy of Proposal**

Proposer by signing and submitting it Response certifies and attest that all Forms, Affidavits and documents related thereto that it has included in its Response, in support if its Response are true and accurate.

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

## **SECTION 3 – SCOPE OF SERVICES**

### **3.1. Services to be Provided**

The Town of Miami is seeking to procure the services of a civil engineering firm to provide professional design and construction administration services for the Project. The Proposer and its Subconsultants must be able to perform every element of the Scope of Services as outlined in the RFQ and Attachment A, the Agreement.

### **3.2. Scope of Services**

#### **3.2.1 Overview**

The Town plans to implement a greenway trail and safe route to school on the east side of Miami Lakeway North and Miami Lakeway South (“Route”). The Route begins at Miami Lakes Middle School and ends at Miami Lakes Elementary School. The total linear distance of the proposed Miami Lakeway Trail is approximately 1.5 miles.

The Consultant will provide analysis, design documents, and construction administration services for the Project. The Project includes a new shared use path, swale restoration/improvements, drainage improvements, curbs, gutters, sidewalks, lighting improvements, landscaping, signage and striping, as required to produce complete sets of signed and sealed construction documents, specifications and estimates of probable construction costs for this Project. All improvements must conform to Americans with Disabilities Act (ADA) requirements or provide a sound design exception. Because of the inconsistency of the available land adjacent to the roadway, the proposed improvements will require allowances for existing conditions, as necessary. These conditions will include: sidewalks, utility structures, drainage structures, driveways, cross streets, established trees, etc. Consultant should review the existing facilities and make suggestions as to the best options for the new trail/path.

#### **3.2.2 Scope Details**

The Consultant will:

- Conduct a preliminary assessment to analyze the Project for potential issues such as pathway alignment, safety, excessive slope, right-of-way constraints, conflicts with roadways and vehicular traffic, environmental issues (e.g. stormwater discharge, etc.), accessibility issues, drainage, and the future user experience.
- Provide assistance as necessary for right of entry for driveway modifications.
- Provide SWPPP as may be necessary.
- Coordinate with pertinent regulatory agencies and stakeholders, and obtain all necessary permits.
- Assist the Town with public outreach and workshops, and participate in public meetings (e.g. meetings with stakeholders, community outreach, Town Council meetings, etc.). It is estimated that a total of six (6) meetings will be held. The Town will coordinate the meetings.
- Design alternatives, including scope, cost, and schedule, will be prepared for review by Town staff prior to commencing detailed design work. Prepare plans and specifications for the Project improvements. The plans will identify all

information regarding the Project, including, but not limited to, the underground utilities, manholes, gate valve boxes, survey monuments and structures that would be affected by Project construction, and existing public and private improvements. All plans must be prepared in AutoCAD format.

- The Consultant will phase the work required to complete the Project so that the Project is designed and constructed in the most logical, efficient, and cost effective manner.
- Electronic copies of all plan & specification packages must be submitted to the Town of Miami Lakes in addition to hard copies. Electronic copies of plans shall include PDF copies of all plan sheets, and an AutoCAD a-transmit of the plans. Electronic copies of the specifications shall include a complete PDF copy of the specification, as well as Microsoft Word. Ensure that the designs comply with sound engineering practices for bicycle and pedestrian improvements, Americans with Disabilities Act (ADA), Title 24 requirements, and Manual on Uniform Traffic Control devices (MUTCD) standards. Designs will be reviewed by Town staff for compliance.
- Prepare engineer's estimate for each key stage of the project.
- Consultant is required to provide all final deliverables, such as plans, studies, reports, calculations, permits and other documents, in sufficient count, as may be necessary, in addition to those listed in this RFP, for project approval. The final product for bid advertisement shall include both electronic and hard copies of all plans, specifications and estimate (PS&E) suitable for printing or copying.
- Attend project update meetings, as appropriate, based on scope/agenda topics. The consultant will be responsible for detailed progress reports.
- Provide monthly schedule/milestone updates (Microsoft Project or similar format). Participate in monthly conference calls, as necessary.
- Provide assistance during bid period (pre-bid meeting, respond to bidder's inquiries, bid opening, bid review, etc.).

### 3.23 Potential SRTS Improvements

- Widen existing sidewalk where possible to create a continuous 8-10 foot multi-use trail along the east side of the Miami Lakeway North/South right-of-way and within the park/greenway right-of-way. Trail should be designed for bicyclists and pedestrians to share the Path.
- Install "Path Narrows" signs where needed at locations such as Celebration Point.
- The path should meander where possible to avoid narrowing the path around trees and utilities.
- Replace faded and outdated school crossing signs near Miami Lakes Drive to be compliant with current Manual on Uniform Traffic Control Devices (MUTCD).
- Install high emphasis crosswalks at Miami Lakes Drive.
- Install new crosswalks for the SRTS path at NW 153rd Street, Lake Candlewood Court, Lake Childs Court, and Lake Saranac Avenue.
- Smooth out 90 degree angles on the path through widening and re-paving.
- Install bollards across the path at intersections to provide additional caution emphasis and limit access to path for motorized vehicles.



- Install wayfinding signage along the path.

### 3.24 Typical Section – Miami Lakeway North and South

Miami Lakeway North and South are two-lane roadways located within 70 feet of Town roadway right-of-way. The speed limit along Miami Lakeway North and South is 35 miles per hour. Crossing guards are provided across NW 67th Avenue. However, south of the south entrance to Durnford Drive, an estimated 25-foot park right-of-way exists along the east side of the Miami Lakeway North right-of-way (Park Site P-34A and P-348). Along Miami Lakeway South, an estimated 25 feet of additional land is designated as a park owned by the Town east of the roadway between Miami Lakes Drive and Lake Candlewood Court (Park Site P-33). A 20-foot greenway is designated along the southeast side of Miami Lakeway South between Lake Candlewood Court and NW 67th Avenue. Miami Lakeway North and South contain two 12-foot travel lanes. Both an 8-foot sidewalk on the west side and 5-foot sidewalk on the east side exist on Miami Lakeway, with the exception of the segment between Durnford Drive and Miami Lakes Drive, of which no sidewalk exists on the east side of the road. South of Miami Lakes Drive a 5-foot sidewalk resumes on the east side and continues to NW 67th Avenue. The trail section estimates are based on a review of right-of-way maps and measurements taken in the field. More precise right-of-way locations should be developed through field surveys during the design documentation process.

### 3.25 Crash Data

According to crash data obtained from the Miami-Dade County Metropolitan Planning Organization (MPO), a total of 31 bicycle crashes and 61 pedestrian crashes have occurred within the attendance boundary and 2-mile walking radii of Miami Lakes Middle School and Miami Lakes K-8 School. A total of three (3) crashes have occurred along the proposed Miami Lakeway Trail- 1 bicycle crash and 2 pedestrian crashes.

### 3.26 Town Furnished Documents

- A complete topographic survey of the right-of-way will be provided by the Town.
- Geotechnical reports with pavement cores and percolation test.

## 3.3 **Project Schedule**

This Project is funded under a LAP Agreement with FDOT. Based on the timelines established in the grant agreement the Town anticipates the following schedule for the Services to be performed under the Agreement:

- Award of Agreement – August 2015
- Preliminary Assessment with Path/Trail options and alternatives submission- September 2015
- 60% Plans Submittal by – November 2015
- FDOT and other agency approvals– December 2015
- 90% Plans Submittal by – January 2015
- 100% Plans Submittal by – February 2015 (approval by all regulatory agencies)

## **SECTION 4- GENERAL CONDITIONS**

### **4.1 Acceptance/Rejection**

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

### **4.2 Legal Requirements**

This RFQ is subject to all applicable federal, state, county, and Town laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility for compliance with these requirements.

### **4.3 Non-Appropriation of Funds**

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for this Project or any future projects, then the Town, Proposer must have the unqualified right to terminate any Work Order(s), or the Agreement upon written notice to the Consultant, without any penalty or expense to the Town. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any Successful Proposer(s).

### **4.4 Business Tax Receipt**

Proposer(s) must meet the Town and Miami-Dade County's Business Tax Receipt requirements. Proposer(s) with a business location outside the Town must meet the applicable local Business Tax Receipt/Occupational License requirements. A copy of the license should be submitted with the Response. The Town may, at its sole option allow the Proposer to submit a copy of the after the Response Submission Date.

### **4.5 Minimum Qualification Requirements**

The Proposer(s) must have a minimum of five (5) years' experience under its current name providing the required professional services as stipulated in Florida Statute 287.055, as amended ("CCNA"). **Proposers and subconsultants must be pre-qualified by FDOT for all projects on the SHS and NHS.** To confirm that your firm and proposed Subconsultants are prequalified check the FDOT website at <http://www2.dot.state.fl.us/procurement/ProfessionalServices/lppc/listmenu.htm> The Town will consider a Proposal as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. The Proposer must have a proven record of successfully completing surveys.

**Three (3) references from Owners of the project(s) of a similar, size, scope, and complexity.** The Proposer must utilize Form RFQ-PP-R for these references and the form must be signed by the Owner of

the project. Failure to submit the reference forms may result in the Response being deemed non-responsive. Do not provide references from the Town of Miami Lakes.

Each Proposer interested in responding to this RFQ must provide the information and forms required by Section 4.0 "Instructions for Submitting a Response. Responses that do not completely adhere to all requirements may be considered non-responsive and eliminated from the process. Additional minimum qualifications may be stated in Section 4.0, "Instructions for Submitting a Response.

#### **4.7. Local Preference**

This RFQ is not subject to the Local Business Preference as specified in Ordinance 12-142 of the Town Code. The form to request local preference is available at the website address included in Section 1 of the RFQ.

#### **4.8 Resolution of Protests**

A protest related to this RFQ must be submitted in accordance with Ordinance 12-142 of the Town Code. The Ordinance is available at the website address identified in Section 1 of the RFQ.

#### **4.9 Review of Responses for Responsiveness**

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Response is one which meets the requirements of the RFQ, is submitted in the format outlined in the RFQ, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required. Failure of the Proposer to provide the information as required under Section 5 of the RFQ may result in a rejection of the Response as non-responsive.

#### **4.10 Public Entity Crimes**

Proposers must be in compliance with Section 287.133, Florida Statutes. Proposers must submit Form PEC with their Response.

#### **4.11. Conflict of Interest**

Proposer, by responding to this RFQ, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFQ. Proposers must submit Form COI with its Response.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial or otherwise that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFQ. Additionally, the Proposer must give the Town written notice of any other relationships; professional, financial or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.



#### **4.12. Collusion**

The Proposer must certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all Responses where collusion may have occurred.

The Proposer must include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit, included in this RFQ as Form NCA. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive. Should the Proposer fail to include the affidavit with its Response the Town may, at its sole discretion, allow a Proposer a specified period of time to submit the affidavit to the Town, after which time the Response will be deemed non-responsive.

#### **4.13. Clarifications**

The Town reserves the right to request clarifications of information submitted and to request any necessary supporting documentation or information of one or more Proposers after the deadline for submission of Responses.

#### **4.14. Key Personnel**

Subsequent to submission of a Response and prior to award of an Agreement any Key Personnel identified in the response must not be changed. Any changes in Key Personnel will result in the Response being rejected and not considered for award.

#### **4.15. Audit Rights and Records Retention**

The Successful Proposer agrees to provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFQ, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer will maintain and retain any and all of the books, documents, papers and records pertinent to the Agreement for three (3) years after the Town makes final payment and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Agreement (if awarded) by the Town.

#### **4.16. Public Records**

Proposer understands that the public will have access, at all reasonable times, to all documents and information pertaining to Town contracts, subject to the provisions of Chapter 119, Florida Statutes, and Town of Miami Code, Section 18, Article III, and agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this section will result in the immediate cancellation of the Agreement (if awarded) by the Town.

#### **4.17. Debarred/Suspended Vendors**

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public

work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate will be deemed non-responsible and the Response will not be considered.

#### **4.18. Nondiscrimination**

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFQ. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

#### **4.19. Contingent Fees**

Proposer represents and warrants to the Town that it has not employed or retained any person or company employed by the Town to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement. Proposer must complete and submit Form AK with its Response.

gift of any kind contingent upon or in connection with, the award or making of an contract.

#### **4.20 Assignment; Non-Transferability of Response**

The Response must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Proposal process, up to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

Exhibit A contains specific language as to the assignment, transfer, sale or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

#### **4.21 Federal Requirements**

##### **a. Prequalification**

The Proposer and all proposed Subconsultants must be prequalified by the Florida Department of Transportation (“FDOT”) on the SHS and NHS and all off system critical projects as defined in the LAP Manual Chapter 23 and LAP Bulletin 14-01. To confirm that your firm and proposed Subconsultants are prequalified check the FDOT website at <http://www2.dot.state.fl.us/procurement/ProfessionalServices/lppc/listmenu.htm>. Failure to be prequalified will result in the Proposal being reject as non-responsive.

##### **b. E-Verify**

Consultant must comply with the requirements of the U.S Department of Homeland Security’s E-Verify requirements for all individual performing any of the Services under the Agreement. The requirements and access to the E-Verify system can be found at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm) . Consultant must submit with its response copies of documents provided by homeland security that demonstrate that the consultant and all subconsultants and each of their personnel who will provide services under

the agreement have been verified. Failure to provide these documents with the Proposal will result in the Proposal being rejected as non-responsive. The Town may, at its sole discretion, allow a Proposer to submit these documents during the Procurement review process before the Proposals are provided to the Evaluation Committee.

c. Terms of Federal Aid Contracts

Proposer must comply with the terms of all applicable federal provisions, including those stated in Form 375-040-40 (Appendix I), which is attached is attached hereto and is incorporated into this RFQ.

d. Disadvantage Business Enterprise Measures

A Disadvantage Business Enterprise (DBE) goal of 9.91% has been established under FDOT's Program Plan, which is applicable to this RFQ. This Plan is race neutral. The Proposer must comply with Federal Aid Terms Appendix I, Form 375-040-40, which as stated above, is attached to and incorporated as part of this RFQ.

e. Federal Forms

Section 5 includes specific federal/FDOT forms that must be completed. Failure to submit these forms will result in the Proposal being found non-responsive. The Town may, at its sole discretion, allow a Proposer to submit these documents during the Procurement review process before the Proposals are provided to the Evaluation Committee.

f. EOC System Registration

Within three (3) business days of submission of the Proposal the Proposer must register their bid opportunity information in the Equal Opportunity Compliance (EOC) System at <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm>. We strongly recommend you visit this site before your firm submits its Proposal.

g.



## **SECTION 5 - SUBMITTING A RESPONSE**

### **5.1 Submission Requirements**

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

Each Response must contain the following documents and form required by Sections 5.1A, each fully completed, and signed as required. Proposers must prepare their Responses utilizing the same format outlined below in Section 5.1B. Each section of the Response as stipulated in 5.1B must be separated by a tabbed divider identifying the corresponding section number. **Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential.** Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents including, but not limited to; media and public relations literature, annual reports, pictures, etc. unless specifically requested herein. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee.

Hard cover binders and not be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the format set forth in 5.1B.

Page limitations have been established for some of the Town Forms, as well as other documents. Proposer must adhere to the stated page limitations. This RFQ requires the use and submission of specific Town Forms. Additional pages may not be added unless the Town Form or specific section of the RFQ states that additional pages may be added. Failure to utilize or any altering of the Town Forms will result in the rejection of the Response as non-responsive.

#### **A. Contents of Qualification Statement:**

##### **1. Proposal Letter**

Proposer must complete and submit Form RFQ-PL for this section of the Response.

##### **2. Narrative (maximum 1 page)**

Using Form RFQ-N Proposer must provide a one page narrative that provides a brief overview of the Proposer, an overview of its experience in providing transportation concurrency related studies for public entities, and why the Proposer should be selected.

##### **3. Qualifications of the Proposer**

- a. Complete and submit Form CPD for this section of its response.
- b. Complete and submit Form RFQ-QP for this section of its Response.
- c. Resume of the principal-in-charge if an Agreement is awarded. (Maximum 1 page).

- d. Copy of business licenses, including Business Tax Receipt, and Florida Registration. (Submit company certification, not personal certifications unless the personal certification or licenses is being utilized to qualify the Proposer)
- e. Copy of State Corporate or other proof from the State of Florida that the Proposer is authorized to perform work in the State of Florida.

**4. Qualifications of the Proposer's Team**

- a. Proposer must complete and submit Form RFQ-QT for this section of its Response.
- b. Describe your Project Team's experience in developing, designing and implementing Safe Routes to School or similar Projects. Provide a brief description of each member's role & responsibility for the Town's Project. (Maximum 2 pages)
- c. Table of Organization of the Proposer's Team, which reflects the reporting structure and inclusive of names & titles of the Proposer's key personnel it will utilize if an Agreement is awarded.
- d. A resume must be included for each of the key personnel the Proposer anticipates utilizing, including Subconsultant personnel. The resume should include technical qualifications, which includes the number of years working for the Proposer or Subconsultant, the number of years working in the position identified for this Project, Project experience and qualifications that reflects experience in projects of a similar, size scope and complexity, as defined in the RFQ. (Each resume is to be a maximum of 1 page)
- e. Provide a listing of where Key Personnel have worked together previously on similar projects. Identify the project(s), the names of the personnel, their title, and role in the project, and if the work was performed while working with or for another firm. Provide the project description(s), a brief description of the scope, and the final cost of the Project. (Maximum 1 page)
- f. Form RFQ-WC reflecting the workload capacity for each of the key personnel.

**5. Qualifications of Project Manager**

- a. Firm must complete and submit Form(s) RFQ-PM for the Project Manager on similar projects on a minimum of three (3) previous occasions. At least one of these projects should be a Safer Routes to School Project.
- b. Proposer must submit Form RFQ-PM-R for each Form RFQ-PM submitted.
- c. One page resume reflecting the Project Manager education, experience and qualifications as they relate to this RFQ. Where the Proposer intends to utilize a Principal of the firm for its Project Manager. Proposer must provide the information required of this Section for the Principal.
- d. Provide a summary of the Project Manager's experiencing developing, designing and implementing Safe Routes to School or similar projects. (maximum 1 Page)

**6. Project Approach and Process (maximum 2 page)**

Firm must complete and submit Form RFQ-PAP for this section of its Response. Provide a brief explanation of the Proposer's approach to developing and designing an effective Safe Routes to School Project for the Town that fits within the ascetics of the Town. Include what your firm has implemented with other public entities.

**7. Technical Approach (combined maximum total of 2 pages)**

Utilizing Form RFQ-T provide the following:

- a. Provide an overview of your firm's computer aided design and drafting capabilities
- b. Quality control and assurance, including coordination between design disciplines, compliance with program requirements, professional/industry standards, and conformance with all applicable code requirements

**8. Project Experience for Proposing Firm - Past Five (5) Years**

- a. Proposer must complete and submit Form RFQ-PP for this section of its Response.
- b. For each Form RFQ-PP submitted Form RFQ-PP-R must also be submitted with the Response. Proposer must only include projects that have been completed and are comparable to the types of projects to be awarded under the Agreement. Submit no more than 3 project forms. The projects submitted should be for Safe Routes to School Projects or projects that are similar in scope.

**9. Affidavits/Certifications**

The following affidavits/certifications must be completed and submitted with the Response:

- a. Acknowledgement of Addenda
- b. Public Entity Crime Affidavit
- c. Conflict of Interest Affidavit
- d. Anti- Kickback Affidavit
- e. Non-Collusive Affidavit
- f. Drug Free Workplace Affidavit
- g. E-Verify
- h. Form 375-030-32, Certification Regarding Debarment, Suspension, ineligibility, and voluntary exclusion for Federal Aid Contracts
- i. Form 375-030-33, Certification For Disclosure of Lobbying Activities on Federal Aid Contracts
- j. Form 375-030-34, Disclosure of Lobbying Activities
- k. Form 375 -030-50, Conflict of Interest Certification
- l. FDOT Lorraine Odom Letter establishing overhead rates
  - i. If this is not available an audit report must be provided from an independent Certified Public Accountant or a State or Federal agency.



## **10. Agreement Provisions**

Provide comments on, and exceptions to the attached Agreement terms and conditions. Proposed changes to the Agreement must be returned to the Town in Microsoft Word format with comments reflected by “red-lining” the original document utilizing the tracking feature. The Microsoft Word document must be included in the Response in both printed format and electronically on a CD-ROM/flash drive. The Town will only consider the identified comments and exceptions during negotiations. Where a proposal is returned without comments it will be deemed that the Proposer has no comments or exceptions to the draft Agreement.

### **B. Response Submission Format**

Responses are to be prepared and submitted in the following format and order. Failure to comply with this format may adversely impact the evaluation of the Response.

#### **Section A**

1. RFQ-PL – Proposal Letter
2. RFQ – N – Narrative
3. Company Profile and Declaration

#### **Section B, Qualifications of Proposer**

1. RFQ-QP – Qualifications of Proposer
2. RFQ-PP – Proposer’s Experience
3. RFQ-PP-R – Proposer’s References
4. Resumes of Principal in Charge (maximum 1 page)
5. Business Licenses
6. State Certificate/Registration authorizing company to work in Florida

#### **Section C, Qualifications of Proposer’s Team**

1. RFQ-QT – Qualifications of Team
2. Team’s experience in developing, designing, & implementing a Safe Routes to School or similar project (maximum 2 pages)
3. Table of Organization
4. Resume of Key Personnel (maximum each 1 page)
5. Key personnel working together on similar project(s) (maximum 1 page)
6. RFQ-WC-Workload Capacity

#### **Section D, Qualifications of Project Manager**

1. RFQ-PM – Qualification of Project Manager
2. RFQ-PM-R –Project Manager’s Reference Form
3. Resume (maximum 1 page)
4. Summary of Experience (maximum 1 page)

#### **Section E, Project Approach and Process**

1. RFQ-PAP – Project Approach and Process (maximum 2 pages)
2. RFQ-T, Technical Approach (maximum 2 pages)

#### **Section F, Affidavits & Addendum**

1. Acknowledgement of Addenda

2. Public Entity Crime Affidavit
3. Conflict of Interest Affidavit
4. Anti- Kickback Affidavit
5. Non-Collusive Affidavit
6. Drug Free Workplace Affidavit
7. E-Verify
8. Form 375-030-32, Certification Regarding Debarment, Suspension, ineligibility, and voluntary exclusion for Federal Aid Contracts
9. Form 375-030-33, Certification For Disclosure of Lobbying Activities on Federal Aid Contracts
10. Form 375-030-34, Disclosure of Lobbying Activities
11. Form 375 -030-50, Conflict of Interest Certification
12. FDOT Lorraine Odom Letter establishing overhead rates
13. Certificate of Authority

**Section G, E-Verify Documents**

1. E-Verify Forms for Proposer and Subconsultants and Key Personnel

**Section H, Agreement Comments**

1. Comments on Agreement

## **SECTION 6 - EVALUATION/SELECTION PROCESS**

### **A. Evaluation Procedures**

The procedure for response evaluation and selection is as follows:

1. Request for Qualification issued.
2. Receipt of Responses.
3. Opening of Proposals and listing of all Responses received.
4. Review of the Responses by Town staff for compliance with the submission requirements of the RFQ, including verification that each Response includes all required documents.
5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate each responsive Response in accordance with the requirements of the RFQ. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Subsequent to completing its evaluation of the Responses the Committee will rank the Responses.
8. The Committee will forward its recommendation of the most qualified Proposer(s) to the Town Manager, inclusive of the ranking of the Responses.
9. The Town Manager will review the Committee's recommendation and make a recommendation to the Town Council for award (if applicable), reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie the Town Manager determination will prevail. The Town Manager may submit a recommended firm or "short list" or a combination of a recommended firm and the "short list" to the Town Council, if required.
10. The Town Council, if Town Council approval is required, will make the final award.
11. The Town Manager will attempt to negotiate an Agreement with the selected Proposer(s).
12. If the Town Manager is unsuccessful in negotiating an Agreement with the selected Proposer(s) the negotiations with the Proposer(s) will be terminated and the Town Manager will attempt to negotiate an Agreement with the next highest ranked Proposer(s) and so on.



## **B. EVALUATION CRITERIA**

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

- |   |                   |
|---|-------------------|
| ➤ Proposer's Experience & Qualifications          | Maximum 35 points |
| ➤ Proposer's Team Experience & Qualifications     | Maximum 40 points |
| ➤ Project Manager's Qualifications and Experience | Maximum 20 points |
| ➤ Project Approach and Process                    | Maximum 15 points |
| ➤ Technical Capabilities                          | Maximum 15 points |

Total Points 125

## Submittal Checklist

The attached checklist is provided for informational purposes only to assist the Proposer in ensuring it is submitting a complete Response. It is the sole responsibility of the Proposer to ensure that its Response is complete.

### Submittal

#### Section A

- RPQ-PL, Proposal Letter
- RPQ-N, Narrative
- Form CPD, Company Profile & Declaration

#### Section B

- RFQ-QP, Qualifications of Proposer
- RFQ-PP, Proposer's Experience
- RFQ-PP-R, Proposer's References
- Resume of Principal
- Business Licenses
- State Certificates/Registration

#### Section C

- RFQ-QT, Qualifications of Team
- Team's Experience with Similar Projects
- Table of Organization
- Resumes of Key Personnel
- Key Personnel Working Together
- RFQ-WC, Workload Capacity

#### Section D

- RFQ-PM, Qualifications of Project Manager
- RFQ-PM-R, Project Manager's References
- Resume of Project Manager
- Summary of Experience of Project Manager

#### Section E

- RFQ-PAP, Project Approach & Process
- RFQ-T, Technical Approach

#### Section F

- Acknowledgement of Addenda

- Form PEC, Public Entity Crime Affidavit
- Form COI, Conflict of Interest Affidavit
- Form AK, Anti-Kickback Affidavit
- Form NCA, Non-Collusive Affidavit
- Form DFW, Drug Free Workplace Affidavit
- Federal Form 375-030-32, Debarment
- Federal Form 375-030-33, Lobbying
- Federal Form 375-030-34, Lobbying Activity
- Federal Form 375-030-50, Conflict of Interest
- FDOT Lorraine Odom Letter or Financials
- Certificate of Authority

Section G

- E-Verify Forms

Section H

- Comments on Agreement











**Town of Miami Lakes**  
**RFQ 2015-11R**  
**Design Services for the Safe Routes to School Project**  
**Addendum #1**  
**Due Date: July 13, 2015**

This addendum is incorporated into and made a part of the Request For Qualifications (“RFQ”) 2015-11R. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Revision**

Section 3.3, Project Schedule is hereby revised as follows:

- 90% Plans Submittal by – January ~~2015~~ 2016
- 100 Plans Submitted by – February ~~2015~~ 2016 (approval by all regulatory agencies)

**Question:**

- 1. Is the entire project eligible for reimbursement thru the LAP grant?**

**Response:** No.

- 2. Lease confirm if the roadway on the scope of work are NHS or SHS and does the project qualify for off-system Class C projects**

**Response:** For this RFQ the LAP grant specifically requires that the Town use consultants, including all subconsultants, prequalified for all projects on the SHS and NHS and all off system critical projects. The RFQ provides the link to for Proposer to check their prequalification status.

- 3. What is the estimated budget for this RFQ?**

**Response:** A budget has not been developed specifically for this RFQ.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFQ or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFQ Response.

Acknowledgement:

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

Gary Fabrikant  
Procurement Manager

**Town of Miami Lakes**  
**RFQ 2015-11R**  
**Design Services for the Safe Routes to School Project**  
**Addendum #2**  
**Due Date: TBD REVISED**

This addendum is incorporated into and made a part of the Request For Qualifications ("RFQ") 2015-11R. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Due to issues related to the LAP grant requirements between the Town and FDOT the due date is being delayed until the issue are resolved. Once resolved the Town will issue an addendum with the new due date.

If you would like to be directly notified by email of the new due date please send an email to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov) with the email address you would like the notification sent to. We anticipate the delay will be at least 2-4 weeks.

We apologize for the delay and any inconvenience but we want to make sure that there will be no issues that will result in the Town having to reject submittals due to the LAP requirements.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFQ or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFQ Response.

Acknowledgement:

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

  
Gary Fabrikant  
Procurement Manager

**Town of Miami Lakes**  
**RFQ 2015-11R**  
**Design Services for the Safe Routes to School Project**  
**Addendum #3**  
**Due Date: September 22, 2015 (New Date)**

This addendum is incorporated into and made a part of the Request For Qualifications ("RFQ") 2015-11R. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Revisions**

**1. Qualification Requirements**

- a. Section 4.5, Minimum Qualification Requirements (Page 11) is hereby revised as follows:

Proposer and all Subconsultants must be pre-qualified by FDOT ~~for all projects~~ on the SHS and NHS under Group 3, Highway Design Roadway, Type of Work 3.1, Minor Highway Design.

- b. Section 4.21.a., Prequalification, the following is added at the end of the paragraph:

Proposers and all Subconsultants must be pre-qualified by FDOT on the SHS and NHS and all off system critical projects under Group 3, Highway Design Roadway, Type of Work 3.1, Minor Highway Design.

- b. **Award of Agreement**

Section 2.7, Award of Agreement, 2<sup>nd</sup> paragraph is hereby revised as follows:

In the event of a tie score in the rating and ranking of the Proposals the higher ranking will be assigned to the Proposer that certifies that is in compliance with Section 287.087, Florida Statutes. Should a tie occur the Town will require the Proposers to submit a Drug Free Workplace Certification form. Should each of the tied Proposers comply with the Florida Statute requirement the ~~Town Manager shall break the tie~~ the selection of the firm will be based on the Proposer whom has previously successfully performed work for the Town.

**2. Local Preference**

Section 4.7, Local Preference – The 2nd sentence is hereby deleted.

**3. Audit Rights**

- a. Section 4.15, Audit Rights and Records Retention, is hereby revised as follows:

The Successful Proposer agrees to provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFQ, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer will maintain and retain any and all of the books, documents, papers and records pertinent to the Agreement for ~~three (3)~~ five (5) years after the Town makes final payment and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Agreement (if awarded) by the Town.



- b. Attachment A, Professional Services Agreement, Article A10.01, Audit Rights, is hereby revised as follows:

The Town reserves the right to audit the Consultant's accounts during the performance of this Agreement and for ~~three (3)~~ five (5) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

**4. E-verify Requirements**

- a. All reference and requirements for E-Verify stated in the RFQ are hereby deleted.  
b. Attachment A – Article A10.19 is hereby added as follows:

**A10.19 E-Verify**

Consultant and Subconsultants must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant or Subconsultant during the term of the Agreement. Consultant must provide documentation from Homeland Security verifying a new employees eligibility, for itself or its Subconsultant, prior to the employee performing any Services under the Agreement.

**5. Federal Requirement**

Section 4.21.C., Terms of Federal Aid Contracts is hereby amended as follows:

Proposer must comply with the terms of all applicable federal provisions, including those stated in Form 375-040-40 (Appendix I) and 375-040-84, Local Agency Program Federal Aid Terms for Professional Service Contracts (Appendix II), which is are attached hereto and is are incorporated into this RFQ.

Note: (A copy of 375-040-84 is included as part of this addendum.)

**6. Overhead Rates**

- a. All references to the ~~FDOT Lorraine Odom~~ letter are hereby deleted and replaced with the term FDOT's Pre-Qualification letter.

**7. Attachment A – Professional Services Agreement**

- a. Article A2.01 – Term, is hereby revised to add the following:

The Town anticipates that the term of the Agreement will be approximately eighteen (18) months based on the following:

- a. The completion of the design by the Consultant will to be no more than seven (7) months.  
b. The Town anticipates it will hold an Evaluation Committee meeting to evaluate the proposals on or about October 14, 2015. This date is subject to change by the Town.  
c. The Town anticipates it will award the contract on or about November 3, 2015 This date is subject to change by the Town.  
d. The Town anticipates it will take approximately four (4) months to solicit and award a construction contract.  
e. The construction of the project during which the Consultant will provide post-design services ("Construction Administration") is anticipated to take approximately seven (7) months.
- c. Article B2.06, Administration of Construction Contract, title is hereby revised to; Post-Design Services-Administration of Construction Contract



- d. Articles B2-06-3, B2-06-4, B2.06-4, B2.06-5 are hereby deleted and replaced with the following:

B2.06-3

The Consultant will provide all Construction Administration Services (Post Design Services) except those services provided under FDOT's Prequalification for Construction Engineering and Inspection (CEI) services.

- e. Article C1, Method of Compensation is hereby deleted and replaced with the following:

The fees for Professional Services for the Project will be paid based on a Lump Sum based as detailed in Section C of the Agreement. Work Order for Additional services will be determined by one of the following methods or a combination thereof, at the option of the Town Manager or designee, with the agreement of the Consultant.

- a) A Lump Sum, which may include not to exceed components in accordance with C3.01 below.  
b) An Hourly Rate, in accordance with C3.02 below and at the rates set forth in the Agreement.

- f. Article C3.01, Lump Sum is hereby revised as follows:

Compensation for a Scope of Work will typically be a Lump Sum, ~~either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the Town,~~ to be mutually agreed upon in writing by the Town and the Consultant. Lump Sum and Lump Sum not to Exceed methods of compensation are the preferred methods of compensation for Additional Services. The Lump Sum or Lump Sum not to Exceed will be calculated utilizing the Wage Rates established in Schedule 2. Such Fee(s) will be subject to validation by the Town and the Town may request additional information to substantiate the Fee(s).

If you would like to be directly notified by email of the new due date please send an email to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov) with the email address you would like the notification sent to. We anticipate the delay will be at least 2-4 weeks.

We apologize for the delay and any inconvenience but we want to make sure that there will be no issues that will result in the Town having to reject submittals due to the LAP requirements.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFQ or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFQ Response.

Acknowledgement:

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

  
Gary Fabrikant  
Procurement Manager

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

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

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

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment



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

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
  - 1. employ or retain, or agree to employ or retain, any firm or person, or
  - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

both criminal and civil.

P. The Consultant hereby certifies that it has not:

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

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

**Town of Miami Lakes**  
**RFQ 2015-11R**  
**Design Services for the Safe Routes to School Project**  
**Addendum #4**

**Due Date: September 22, 2015**

This addendum is incorporated into and made a part of the Request For Qualifications (“RFQ”) 2015-11R. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Question:**

- 1. Can you please provide the LAP grant number you were provided by FDOT?**

**Response:** VF651083493002

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFQ or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFQ Response.

Acknowledgement:

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

Gary Fabrikant  
Procurement Manager



**Town of Miami Lakes**  
**RFQ 2015-11R**  
**Design Services for the Safe Routes to School Project**  
**Addendum #5**

**Due Date: September 22, 2015**

This addendum is incorporated into and made a part of the Request For Qualifications (“RFQ”) 2015-11R. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Question:**

- 1. Does the Landscape Consultant need to be pre-qualified under FDOT Group 3, Type of Work 3.1, or can they be prequalified under Group 15?**

**Response:** The Landscape Architect can be pre-qualified by FDOT under Group 15.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFQ or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFQ Response.

Acknowledgement:

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

Gary Fabrikant  
Procurement Manager

**Town of Miami Lakes**  
**RFQ 2015-11R**  
**Design Services for the Safe Routes to School Project**  
**Addendum #6**

**Due Date: September 22, 2015**

This addendum is incorporated into and made a part of the Request For Qualifications (“RFQ”) 2015-11R. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Question:**

- 1. The RFQ requires that we must register in the FDOT EOC System within three business days of submitting our Proposal. Can you please confirm the number we are to use?**

**Response:** We received clarification from FDOT today that the number the Proposers are to use is contract number **ARK71**.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFQ or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFQ Response.

Acknowledgement:

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

Gary Fabrikant  
Procurement Manager

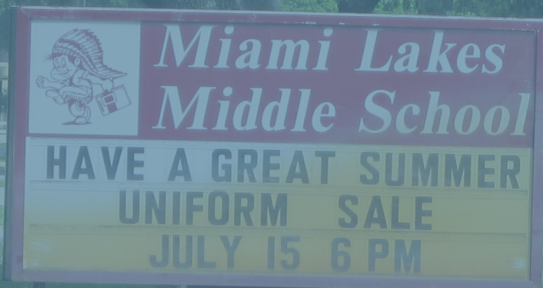


REISSUED

REQUEST FOR QUALIFICATIONS

RFQ No. 2015-11R

# DESIGN SERVICES FOR THE SAFE ROUTES TO SCHOOL PROJECT



THE TOWN OF MIAMI LAKES COUNCIL:

MAYOR WAYNE SLATON  
VICE MAYOR MANNY CID

COUNCILMEMBERS:  
TIMOTHY DAUBERT  
TONY LAMA  
CEASAR MESTRE  
FRANK MINGO  
NELSON RODRIGUEZ



**ALEX REY**  
TOWN MANAGER  
THE TOWN OF MIAMI LAKES  
6601 MAIN STREET  
MIAMI LAKES, FLORIDA 33014



  
**MIAMI LAKES**  
*Growing Beautifully*

## SECTION A



# ***Request for Qualifications Proposal Cover Letter***

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**RFQ TITLE:** Design Services for the Safe Routes to School Project

**RFQ No. :** 2015-11R

**Proposer:** David Plummer & Associates , Inc.

**D/B/A Name:** N/A

**Address:** 1750 Ponce de Leon Boulevard, Coral Gables, Florida 33134

**FEIN/SSN #:** 591810619      **Florida Corporation No.:** 567705

**Proposer's Contact Person**

**Name:** Timothy J. Plummer, PE

**Title:** President

**Telephone #:** 305-447-0900      **E-Mail:** Tim.Plummer@dplummer.com

**Certification of Compliance with Minimum Qualification Requirement(s)**

By signing below the Proposer certifies that it meets the minimum requirements set forth in the RFQ.

**Proposer's Authorized Representative:**

**Name:** Timothy J. Plummer, PE

**Title:** President

**Signature:**  \_\_\_\_\_

**Date:** 9/21/2015

# ***Request for Qualifications Proposal Narrative Form***

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**RFQ Title:** Design Services for the Safe Routes to School Project

**RFQ Number:** RFQ 2015-11R

**Name of Proposer:** David Plummer & Associates, Inc.

**In the space provided below respond to the requirements for the Narrative** by explaining the specific reasons why the Proposer is the most qualified and best choice to be awarded this Project.

David Plummer and Associates has been providing engineering services for public sector clients throughout Florida for more than 37 years. The firm and its individual members are experienced in a wide range of transportation disciplines from planning through complex design. Our firm has provided similar services to the Florida Department of Transportation, Miami-Dade County Public Works Department, the City of Coral Gables, Village of Pinecrest and other municipalities, and is very familiar with the design standards, the LAP Agreement Process and guidelines required for this project. The DPA Team understands the Town of Miami Lakes's overall goals on this contract and has the required project experience and staff available to deliver a quality product.

We will perform the necessary design and project management of the project from our Coral Gables office. The DPA Team will include Rosenberg Gardner Design (a local SBE Certified firm) to provide the landscape architecture design. DPA and Rosenberg Gardner Design have designed many similar projects together in the past so we have the advantage of working seamlessly together in the past.

Our Project Manager will be Mr. Todd Seymour, P.E. Over the past 22 years, Mr. Seymour has been responsible for the project management of several roadway designs that included the LAP coordination, construction administration and construction cost estimating, this will be a key issue with this contract. In addition, Our Senior Roadway and Drainage Engineer will be Mr. Victor Lee, P.E., PLS. Over the last 30 years he has been responsible for design and supervision of many projects ranging from minor design projects, to new arterial roadway segments, and several municipal projects throughout the county. Mr. Timothy J. Plummer, P.E. will be the Project Principal, and will be responsible for setting project strategies as well as administrative functions. DPA has completed many similar contracts within the past five years. Some of these similar contracts have had projects that are listed below:

- NW 97 Avenue from NW 25 Street to NW 41 Street.
- Downtown Doral Infrastructure Improvements
- SR 973 (Galloway Road) from SW 96 Street to SW 41 Street.
- SW 48 Street Bike Lanes from SW 117 Avenue to SW 82 Avenue
- SR 826 (NW/NE 167/163 Street) from NW 1 Avenue to West Dixie Highway
- Ponce de Leon Boulevard Roadway & Signalization Improvements from Alcazar Avenue to SW 8th Street
- SR A1A/ Collins Avenue FDOT RRR project from 158 Street to 192 Street
- Village of Pinecrest Safe Routes to School Phase I

In conclusion, we believe that the reputation of our Team's, similar experience, staff availability, FDOT and Miami-Dade Pre-qualified, and the quality of our work put us in an outstanding position for the Design Services for the Safe Routes to School contract. The David Plummer and Associates Team looks forward to the upcoming consultant selection process and is eager to provide professional services to the Town of Miami Lakes.

**COMPANY PROFILE & DECLARATION**

Title of Solicitation: Design Services for the Safe Routes to School Project

Solicitation Number: RFQ 2015-11R

Submitted By: David Plummer & Associates, Inc.  
(Proposer's Legal Name)

N/A  
(Proposer's D/B/A Name, if used for this solicitation and possible award)

Timothy J. Plummer, PE -President  
(Name and Title of Officer Signing the Proposal for the Proposer)

\_\_\_\_\_  
(Signature of Officer)

Todd Seymour, PE  
(Contact Name, if different from Officer)

1750 Ponce de Leon Boulevard  
(Street Address)

Coral Gables, Florida 33134  
(City/State/Zip Code)

<u>Tim.Plummer@dplummer.com</u>	<u>305-447-0900</u>
(Email Address)	(Phone Number)

<u>59-18110619</u>	<u>092830801</u>
FEIN or Social Security Number	Dun & Bradstreet No. (if available)

**Declaration**

I, Timothy J. Plummer, hereby declare that I am the President of David Plummer & Associates, Inc. ("Proposer") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above named company; all information in this Company Profile and Declaration and information and documents submitted in response to this RFQ are, to the best of my knowledge, true, accurate, and complete as of the submission date.

The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Proposer's submittal ("Proposal") in response to the RFQ issued by the Town of Miami Lakes with respect to RFQ Number 2015-08.
2. Proposer has carefully examined all the documents contained in the RFQ and understands all instructions, requirements, documents, drawings/plans, terms and conditions included in the RFQ, and hereby offers and proposes to furnish the services described herein in accordance with

**Request for Qualifications  
Qualifications of Proposer Form RFQ-QP**

Other(list):[Click here to enter text.](#)

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the requirements, documents, drawings/plans, terms and conditions, and any other requirements of the RFQ.

3. The Proposal is a valid and irrevocable offer that will not be revoked and will remain open for the Town's acceptance for a minimum of 120 days from the date Proposals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Proposer acknowledges that if its Proposal is selected, Proposer is bound by all statements, representations, warranties, and guarantees made in Proposal and any subsequent negotiations, including but not limited to, representation to price, fees, and/or rates, performance and financial terms.
4. Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFQ.
5. Proposer is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices
6. All statements, information and representations prepared and submitted in response to the RFQ are current, complete, true, and accurate. Proposer acknowledges that the Town will rely on such statements, information, and representations in selecting a Proposer, and hereby grants the Town permission to contact any persons identify in this RFQ to independently verify the information provided in the Proposal.
7. Submission of a Proposal indicates the Proposer's acceptance of the evaluation criteria and technique and the Proposer's recognition that some subjective judgments may be made by the Town as part of the evaluation process.
8. No attempt has or will be made by the Proposer to induce any other person or firm to not submit a response to this RFQ.
9. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Proposer's Proposal.
10. Proposer has had no contact with Town personnel regarding the RFQ, the Project, Study or evaluation of Proposals in response to this RFQ. If contact has occurred, except as permitted under the Cone of Silence, a statement Proposer be included as part of the Proposal identifying in detail the nature and extent of such contacts and personnel involved.
11. The Proposal submitted by the Proposer has been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Proposer or competitor; and unless otherwise required by law, the Proposal has not been disclosed by the Proposer prior to submission of the Proposal, either directly or indirectly, to any other Proposer or competitor.
12. Proposer has reviewed a copy of the Professional Services Agreement, included as an Exhibit to the RFQ, and agrees to be bound by its terms and conditions as drafted or as may be negotiated.
13. Proposer is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Proposer **must** provide, as part of the Proposal, a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.
14. Proposer has familiarized itself with the services required, the scope of services, and, if applicable, visited the site(s) where work will be performed and is familiar with the conditions

under which the work will be performed. The failure to become fully familiar with the requirements of the RFQ will not form the basis for any request for additional compensation or completion of Project in compliance with the RFQ documents.

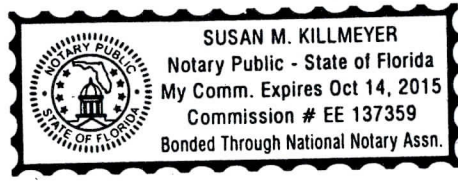
This declaration was executed in DADE County, State of FLORIDA on 21 day of SEPTEMBER, 20 15.

[Signature]  
(signature)

Subscribed and sworn to before me this 21 day of SEPTEMBER, 20 15.

[Signature]  
(signature)

(Notary Seal/Stamp)



**SECTION B**  
**QUALIFICATIONS OF PROPOSER**

# Request for Qualifications Qualifications of Proposer

## Instructions

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

RFQ Solicitation No.: 2015-11R RFQ Title: DESIGN SERVICES FOR THE SAFE ROUTES TO SCHOOL PROJECT

Name of Proposer: DAVID PLUMMER & ASSOCIATES, INC.

If Proposer is using a registered fictitious name provide the corporate Name: N/A

DBPR License No.: 2690 Date Originally issued: April 1978

Primary types of services provided: (drainage, roadway, paving, residential, high-rise, gov't, parks, commercial or residential high-rise, etc.)  
Roadway, drainage, paving, grading, lighting, water & sewer, signalization, on-site design, construction administration, and signing and pavement markings.

Type of Firm:  Corporation  LLC  Partnership  Sole Proprietor  Other: [Click here to enter text.](#)

FEIN or SSN No: 591810619

Is this the Proposer's main office? Yes  No . If No, main office location: N/A

Date Registered to Conduct Business in State of Florida: March 27, 1978 License No.: 567705

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

If yes, location of these offices: N/A

Number of years in business under current name: 37 If firm has undergone a name change in the past 5 years, provide prior name & number of years in business under this name (not a result of a sale of the firm):

N/A

Name of any prior companies: N/A

Number & types of contracts in the past 5 years:

Design-Bid-Build: 200 Design/Build: 1 CM@ Risk: 20 Non-Design Studies: 150

Public Entity Contracts: 160 (one time): 2 (miscellaneous/continuing): 20 Private Sector: 200

Drainage/Milling & Resurfacing: 100 Drainage (only): 50 Milling/Resurfacing: 50

Resurfacing (only): 15 Lighting (part of a project or stand-alone): 20 Traffic Signal: 70

Other (specify): Utility Design, Water & Sewer Design- only 10

[Click here to enter text.](#)

[Click here to enter text.](#)

Total Number of Employees: 23 Licensed Engineers: 7 Engineers (non-licensed): 8

Inspectors(Licensed): 0 (non-licensed): 5 CADD Technicians: 3 Managerial: 5



**Request for Qualifications  
Qualifications of Proposer Form RFQ-QP**

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

N/A

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Click here to enter text.

---

Click here to enter text.

---

Click here to enter text.

---

Click here to enter text.

---

Have any claims been made against the firm's professional liability insurance for errors & omissions?

Yes  No  If yes, provide an attachment explaining the circumstance(s) & the resolution(s).

To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. Yes  No  . If yes, provide details on a separate sheet.

Key Staff or Principals of the company (have)  (have not)  been convicted by a Federal, State, County or Municipal Court of or have any pending violations of law, other than traffic violations. Includes stockholders over ten percent (10%). Explain any convictions or pending action on a separate sheet.

Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes  No  . If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

**Brief History of the Firm**

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

David Plummer and Associates has been providing engineering services for public sector clients throughout South Florida for more than 37 years. The firm and its individual members are experienced in a wide range of transportation disciplines from planning through complex design. Our firm has provided similar services to the FDOT, Miami-Dade County Public Works Department, the City of Coral Gables, Village of Pinecrest and several other municipalities, and is very familiar with the design standards and guidelines required for this project. DPA offers complete Civil Engineering services from our Coral Gables office, including transportation planning, traffic engineering, highway design, water and sewer engineering, signalization design, construction engineering inspection, as well as environmental assessments.

**Request for Qualifications  
Qualifications of Proposer Form RFQ-QP**

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

Name	Title	% Ownership
Timothy J. Plummer, PE	President	75.49
Mark Gillis, AICP	Senior Vice President/ General Manager	7.54
Kathleen Plummer	Director	5.00
Click here to enter text.	Click here to enter text.	Enter Text.
Click here to enter text.	Click here to enter text.	Enter Text.
Click here to enter text.	Click here to enter text.	Enter Text.
Click here to enter text.	Click here to enter text.	Enter Text.
Click here to enter text.	Click here to enter text.	Enter Text.
Click here to enter text.	Click here to enter text.	Enter Text.
Click here to enter text.	Click here to enter text.	Enter Text.
Click here to enter text.	Click here to enter text.	Enter Text.
Click here to enter text.	Click here to enter text.	Enter Text.
Click here to enter text.	Click here to enter text.	Enter Text.
Click here to enter text.	Click here to enter text.	Enter Text.

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

By: \_\_\_\_\_  
Signature of Authorized Officer

9/21/15  
\_\_\_\_\_  
Date

TIMOTHY J. PLUMMER  
\_\_\_\_\_  
Printed Name

PRESIDENT  
\_\_\_\_\_  
Title



# Request for Qualifications

## Qualifications of Proposer Form RFQ-PP

**Instructions** (Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFQ. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PP-R must be included for each Form RFQ-PP.

<b>RFQ Solicitation No. :</b> <u>2015-11R</u>	<b>RFQ Title:</b> <u>Design Services For the Safe Routes to School Project</u>
<b>Name of Proposer:</b> <u>David Plummer &amp; Associates, Inc.</u>	<b>Role:</b> Prime <input checked="" type="checkbox"/> Subcontractor/Subconsultant <input type="checkbox"/>
<b>Name of Project:</b> <u>Ponce de Leon Blvd. Median &amp; Rdwy Imp.</u>	<b>Address of Project:</b> <u>Ponce de Leon Boulevard</u>
<b>Name of Owner:</b> <u>City of Coral Gables</u>	<b>Contact Name:</b> <u>Ernesto Pino</u>
<b>Contact Telephone No.:</b> <u>305-460-5004</u>	<b>Contact E-mail Address:</b> <u>Epino@coralgables.com</u>

**Brief Scope of Project & How Project is Similar:** This project project is similar in that it was a LAP funded, and coordinated project that  
included sidewalks, ADA ramps, crosswalks, widening / milling and resurfacing, signing and pavement markings, and bidding & award  
process. This project was in the downtown Coral Gables business district which required detailed MOT plans for the businesses.

**Value of Design Fees:** (if applicable): **Awarded:** \$ 250,000.00 **Actual:** \$ 250,000.00 N/A

**Basis for difference in value:** Enter Basis for Difference.

**Value of Construction:** (if applicable): **Awarded:** \$ 1,513,727.60 **Actual:** \$ 1,784,104.59 N/A

**Basis for difference in value:** Additional landscaping and drainage cleaning was added to the project

**Project Completion** (no. of calendar days): **Projected:** 300 days **Actual:** 420 days N/A

**Type of Project:**  design-bid-build  design/build  CM@Risk  Other (specify): Click here to enter text.

By: \_\_\_\_\_  
 Signature of Authorized Officer  
Timothy G. Plummer

9/21/15  
 Date  
PRESIDENT

Printed Name

Title



# Request for Qualifications

## Qualifications of Proposer Form RFQ-PP

**Instructions**(Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFQ. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PP-R must be included for each Form RFQ-PP.

**RFQ Solicitation No. :** 2015-11R **RFQ Title:** Design Services For the Safe Routes to School Project

**Name of Proposer:** David Plummer & Associates, Inc. **Role:** Prime  Subcontractor/Subconsultant

**Name of Project:** Safe Routes to School for Palmetto and Pinecrest Elem. **Address of Project:** Village of Pinecrest

**Name of Owner:** Village of Pinecrest **Contact Name:** Maria Alberro Menendez

**Contact Telephone No.:** 305-234-2121 **Contact E-mail Address:** mmenendez@pinecrest-fl.gov

**Brief Scope of Project & How Project is Similar:** This project project is very similar in that it was a LAP funded, and coordinated project that included sidewalks, ADA ramps, new school high emphasis crosswalks, new pedestrian countdown signals, pedestrian activated solar Powered flashers for the pedestrian signs, electronic speed feedback signs, update of the school signage to current MUTCD Standards.

**Value of Design Fees:** (if applicable): **Awarded:** \$ 21,900 **Actual:** \$ 27,410 N/A

**Basis for difference in value:** A topographic Survey was added to the original design contract

**Value of Construction:** (if applicable): **Awarded:** \$ 146,100.00 **Actual:** \$ 214,353.41 N/A

**Basis for difference in value:** Additional traffic control items were added by Miami-Dade County

**Project Completion** (no. of calendar days): **Projected:** 180 days **Actual:** Currently in Construction N/A

**Type of Project:**  design-bid-build  design/build  CM@Risk  Other (specify): Click here to enter text.

By: \_\_\_\_\_  
Signature of Authorized Officer

9/21/15  
Date

TIMOTHY G. PLUMMER

PRESIDENT

Printed Name

Title

# Request for Qualifications

## Qualifications of Proposer Form RFQ-PP

**Instructions**(Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFQ. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PP-R must be included for each Form RFQ-PP.

<b>RFQ Solicitation No. :</b> <u>2015-11R</u>	<b>RFQ Title:</b> <u>Design Services For the Safe Routes to School Project</u>
<b>Name of Proposer:</b> <u>David Plummer &amp; Associates, Inc.</u>	<b>Role:</b> Prime <input checked="" type="checkbox"/> Subcontractor/Subconsultant <input type="checkbox"/>
<b>Name of Project:</b> <u>Bike Lanes &amp; Milling Resurfacing</u>	<b>Address of Project:</b> <u>NW 102 Ave and NW 52 Street</u>
<b>Name of Owner:</b> <u>City of Doral</u>	<b>Contact Name:</b> <u>Jorge Gomez, PE</u>
<b>Contact Telephone No.:</b> <u>305-593-6740</u>	<b>Contact E-mail Address:</b> <u>Jorge.Gomez@cityofdoral.com</u>

**Brief Scope of Project & How Project is Similar:** This project project is similar in that it was a LAP funded, and coordinated project that included new sidewalks, ADA ramps, 2 miles of widening / milling and resurfacing, signing and pavement markings, and bidding process.

Enter Scope & Similarity.

**Value of Design Fees:** (if applicable): **Awarded:** \$ 120,234.00 **Actual:** \$ 120,234.00 N/A

**Basis for difference in value:** Enter Basis for Difference.

**Value of Construction:** (if applicable): **Awarded:** \$ 3,240,000 Estimate **Actual:** \$ To Be Bid N/A

**Basis for difference in value:** \_\_\_\_\_

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

**Type of Project:**  design/bid-build  design/build  CM@Risk  Other (specify): Click here to enter text.

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

Signature of Authorized Officer

TIMOTHY G. PLUMMER

9/21/15

Date

PRESIDENT

Printed Name

Title





To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: David Plummer & Associates Inc.

The above referenced Contractor is submitting on a Request for Proposal that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

**Name of Project:** Ponce de Leon Blvd. Median Installation and Roadway Improvements (Phase II) LAP & JPA Project

Scope of work: Design and Construction Admin. of new sidewalks, crosswalks, roadway resurfacing, drainage improvements, pedestrian signal for elementary school, and advance school flashers .

Total Value of project: \$ 2.1 million

Value of Design Services: \$250,000 Value of Construction: \$1,784,104.59

Delivery method: X Design-Bid-Build  CM@Risk  Design-Build  Other ( \_\_\_\_\_ )

Was design completed on time & within budget:  Yes  No

If no please provide an explanation: Enter Explanation

Enter Explanation

Quality of Design:  Above expectations  Average  Below Expectations

Were construction completed on time and within budget?  Yes  No

If no please provide an explanation: Contractor did not have adequate supervision/project management assigned to the project.

Enter Explanation

If project was not completed within budget what was the cause:

Owner  Errors & Omissions in Design  Contractor  Regulatory  Other

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

Was Consultant timely in its reviews and submittals?  Yes  No

Comments:

Enter Comments

Enter Comments

Name of Owner: City of Coral Gables

Name of individual completing this form: Ernesto Pino Date: 7-1-19

Signature: [Signature] Title: ASSISTANT P.W. DIRECTOR

Telephone: 305 400-5004 E-mail: EPINO@CORALGABLES.COM



Sincerely,

Gary Fabrikant, Procurement Manager

Form RFQ-PP-R

6601 Main Street • Miami Lakes, Florida, 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: David Plummer & Associates Inc.

The above referenced Contractor is submitting on a Request for Proposal that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Safe Routes to School Infrastructure Improvements to Pinecrest and Palmetto Elem. Schools

Scope of work: Design of new sidewalks, crosswalks, electronic speed feedback signs, pedestrian signal for both elementary schools.

Total Value of project: \$ 250,000

Value of Design Services: \$21,910 Value of Construction: \$214,353.41

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

Was design completed on time & within budget:  Yes  No

If no please provide an explanation: Enter Explanation

Enter Explanation

Quality of Design:  Above expectations  Average  Below Expectations

Were construction completed on time and within budget?  Yes  No

If no please provide an explanation: Enter Explanation

Enter Explanation

If project was not completed within budget what was the cause:

Owner  Errors & Omissions in Design  Contractor  Regulatory  Other

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

Was Consultant timely in its reviews and submittals?  Yes  No

Comments:

Enter Comments VERY GOOD WORK PRODUCT - VERY RESPONSIVE.

Enter Comments

Name of Owner: Village of Pinecrest

Name of individual completing this form: MARIA MELENDEZ Date: 6/30/2015

Signature: [Signature] Title: ASSISTANT VILLAGE MGR

Telephone: 305 234 2121 E-mail: mmenendez@pinecrest-fl.gov

Sincerely,



Gary Fabrikant, Procurement Manager

Form RFQ-PP-R

**6601 Main Street •Miami Lakes, Florida, 33014**  
**Office: (305) 364-6100 •Fax: (305) 558-8511**  
**Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)**





Buywood

To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: David Plummer & Associates Inc.

The above referenced Contractor is submitting on a Request for Proposal that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

**Name of Project:** Bicycle Lanes and Milling & Resurfacing of NW 102 Ave. and NW 52 St. LAP Project

Scope of work: Design and Const. Admin. of new bicycle lanes, sidewalks, crosswalks, roadway resurfacing and widening, drainage improvements, ped. signal, and rectangular rapid flashing beacons.

Total Value of project: \$ 3.39 million

Value of Design Services: \$142,858 Value of Construction: \$3,240,000

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

Was design completed on time & within budget:  Yes  No

If no please provide an explanation: \_\_\_\_\_

Quality of Design:  Above expectations  Average  Below Expectations

Were construction completed on time and within budget?  Yes  No

If no please provide an explanation: Construction has not begun.

If project was not completed within budget what was the cause:

Owner  Errors & Omissions in Design  Contractor  Regulatory  Other

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

Was Consultant timely in its reviews and submittals?  Yes  No

Comments:

DPA performed well on the noted project with minor delays experienced due to permitting.

Enter Comments

Name of Owner: City of Doral

Name of individual completing this form: Jorge Gomez Date: 7/1/15

Signature: [Handwritten Signature] Title: Chief of Engineering

Telephone: 305-593-6740 E-mail: Jorge.Gomez@CityofDoral.com

Sincerely,

Gary Fabrikant, Procurement Manager

Form RFQ-PP-R

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



**EDUCATION:**

Bachelor of Science, Civil Engineering, North Carolina State University  
Master of Business Administration, University of Colorado

**PROFESSIONAL ENGINEER:**

State of Colorado - #29878  
State of Florida - #49676

**PROFESSIONAL AFFILIATIONS:**

Institute of Transportation Engineers  
Industry Advisory Board, University of Miami

**EXPERIENCE:**

Mr. Plummer is responsible for the overall transportation planning, traffic engineering, and civil design for the company. These responsibilities include: project management and strategies, technical analysis, and quality control/quality assurance. He has over 27 years of transportation/civil experience including two years with the Florida Department of Transportation's District 6 office.

Mr. Plummer's general experience includes tasks related to traffic operations and safety, transportation engineering, transportation planning, traffic engineering, access management, site design, traffic calming, parking analyses, and geometric design. His transportation engineering experience includes traffic impact analyses, transit studies, access management, corridor studies parking studies, and safety studies. Mr. Plummer's design experience includes roadway design, site design, and signal design. His experience also includes signal timing (using TRANSYT-7F) and capacity analysis (Highway Capacity Software), as well as the interconnection of multiple traffic signal controllers.

**REPRESENTATIVE PROJECTS:**

Mr. Plummer has worked on various projects from planning through design. One of many significant projects was:

**De Soto Boulevard / Biltmore Way Corridor Study**

Mr. Plummer spearheaded the management and technical efforts for the De Soto Blvd./ Biltmore Way Corridor Study. The limits of this project are from the De Soto Blvd. / Valencia Avenue intersection, proceeding northeast to the De Soto Blvd. / Biltmore Way intersection and then turning east to the Biltmore Way/ Hernando Street intersection in Coral Gables, Florida. The purpose of the study was to recommend a traffic calming alternative for the De Soto Boulevard / Valencia Avenue intersection and to develop a concept for the Biltmore Way corridor that will address traffic operations, pedestrian/bicycle safety, and the aesthetics of the corridor.

A qualitative assessment of the De Soto Boulevard / Valencia Avenue intersection and the Biltmore Way corridor from Anderson Road to Hernando Street was performed. Intersection analysis was conducted at the major intersections during the AM and PM peak periods. A corridor analysis was conducted for Biltmore way using the Synchro software.

**OTHER SIGNIFICANT PROJECTS:**

City Miami Transportation Consultant  
FDOT District 6 General Planning Consultant

City of Coral Gables Transportation Consultant  
Village of Pinecrest Transportation Consultant



# *State of Florida*

## *Department of State*

I certify from the records of this office that DAVID PLUMMER & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on March 27, 1978.

The document number of this corporation is 567705.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 22, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-second day of January,  
2015*



*Ken Detjmer*  
*Secretary of State*

Authentication ID: CC3857117847

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



613191

**BUSINESS NAME/LOCATION**

PLUMMER DAVID & ASSOCIATES INC  
1750 PONCE DE LEON BLVD  
CORAL GABLES FL 33134

**RECEIPT NO.**

**RENEWAL**  
**613191**

**EXPIRES**

**SEPTEMBER 30, 2015**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**

PLUMMER DAVID & ASSOCIATES INC

Employee(s) 1

**SEC. TYPE OF BUSINESS**

212 P.A./CORP/PARTNERSHIP/FIRM  
2690

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

\$45.00 08/01/2014  
CHECK21-14-041274

**This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.**

**The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.**

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



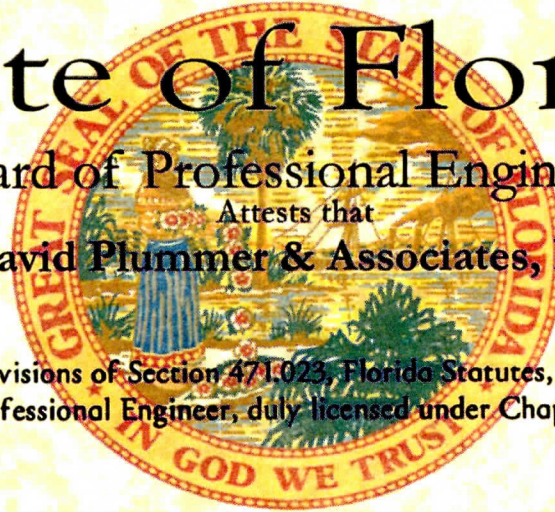


# State of Florida

Board of Professional Engineers

Attests that

**David Plummer & Associates, Inc.**



is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017

Audit No: 228201704656

CA Lic. No:

2690

# *State of Florida*

## *Department of State*

I certify from the records of this office that ROSENBERG DESIGN GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on May 4, 1993.

The document number of this corporation is P93000032512.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 8, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eighth day of January, 2015*



*Ken Detjmer*  
*Secretary of State*

Authentication ID: CC2442808914

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



RICK SCOTT, GOVERNOR

STATE OF FLORIDA

KEN LAWSON, SECRETARY

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER

LA0001569

The LANDSCAPE ARCHITECT  
Named below HAS REGISTERED  
Under the provisions of Chapter 481 FS.  
Expiration date: NOV 30, 2015

GARDNER, KENNETH ERIC  
426 STONEMONT DR  
WESTON FL 33326



ISSUED: 11/26/2013 SEQ# L1311260001699  
DISPLAY AS REQUIRED BY LAW

RICK SCOTT, GOVERNOR

STATE OF FLORIDA

KEN LAWSON, SECRETARY

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER

LC0000266

The LANDSCAPE ARCHITECT BUSINESS  
Named below HAS REGISTERED  
Under the provisions of Chapter 481 FS.  
Expiration date: NOV 30, 2015

ROSENBERG GARDNER DESIGN  
17670 N.W. 78 AVENUE  
SUITE 214  
MIAMI FL 33015



ISSUED: 11/13/2013 SEQ# L1311130002025  
DISPLAY AS REQUIRED BY LAW

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER

LA6667205

The LANDSCAPE ARCHITECT  
Named below HAS REGISTERED  
Under the provisions of Chapter 481 FS.  
Expiration date: NOV 30, 2015

SEMLER, TAYLOR KIEHL  
1025 MERIDAN AVE APT 208  
MIAMI BEACH FL 33139



ISSUED: 08/13/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408130000295





miamidade.gov

**Internal Services Department  
Small Business Development**

111 NW 1 Street, 19<sup>th</sup> Floor  
Miami, Florida 33128  
T 305-375-3111 F 305-375-3160

CERT. NO: 14956

Approval Date: 02/10/2015 - MICRO/SBE

Expiration Date: 02/28/2018

February 24, 2015

Mr. Kenneth Gardner  
ROSENBERG DESIGN GROUP, INC. DBA  
ROSENBERG GARDNER DESIGN  
17670 NW 78th Ave, Suite #214  
Miami, FL 33015-0000

Dear Mr. Gardner:

Miami Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami Dade County Micro/Small Business Enterprise (MICRO/SBE) in accordance with section 2-8.1.1.1.1 of the code of Miami Dade County.

This MICRO/SBE certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date of February 10 for the first and second year of the three year period. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm. Pursuant to the applicable section of the code as listed above, "once your firm has been decertified, your firm shall not be eligible to re-apply for certification for twelve (12) months from the time of the decertification."

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years certification. If the firm attains graduation or becomes ineligible during the three year certification period you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your company is certified in the categories as listed below affording you the opportunity to bid and participate on contracts with goals. Please note that the categories listed are very general and are used only to assist our customers in searching the directory for certified firms to meet contract goals. You can find the firm's up-to-date certification profile as well as all other certified firms on the Miami Dade County Internal Services Department, Small Business Development Certified Firms' Directory at the website <http://www.miamidade.gov/business/business-certification-programs.asp>.

Thank you for doing business with Miami Dade County.

Sincerely,

Gary Hartfield, Division Director  
Small Business Development Division

**CATEGORIES:** (Your firm may bid or participate on contracts only under these categories)

- LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING, ETC., BUT NOT GROUNDS MAINTENANCE OR TREE TRIMMING SERVICES) (MICRO/SBE)
- CONSULTING SERVICES (MICRO/SBE)

**SECTION C**  
**QUALIFICATIONS OF PROPOSER'S TEAM**

# *Request for Qualifications*

## *Qualifications of Proposer's Team*

---

**Instructions**

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

RFQ Solicitation No.: 2015-11R RFQ Title: Design Services for the Safe Routes to School Project

Name of Proposer: David Plummer & Associates, Inc.

**Subconsultants:**

Name of Firm    Office Location: City/State    Discipline(s) to be provided    License No.

<u>Rosenberg Gardner Design</u>	<u>17670 NW 78 Ave, Miami, FL 33015</u>	<u>Landscape Architect</u>	<u>LC0000266</u>
<u>Enter Name of Firm</u>	<u>Enter Office Location</u>	<u>Enter Discipline</u>	<u>Enter License No.</u>
<u>Enter Name of Firm</u>	<u>Enter Office Location</u>	<u>Enter Discipline</u>	<u>Enter License No.</u>
<u>Enter Name of Firm</u>	<u>Enter Office Location</u>	<u>Enter Discipline</u>	<u>Enter License No.</u>
<u>Enter Name of Firm</u>	<u>Enter Office Location</u>	<u>Enter Discipline</u>	<u>Enter License No.</u>
<u>Enter Name of Firm</u>	<u>Enter Office Location</u>	<u>Enter Discipline</u>	<u>Enter License No.</u>
<u>Enter Name of Firm</u>	<u>Enter Office Location</u>	<u>Enter Discipline</u>	<u>Enter License No.</u>
<u>Enter Name of Firm</u>	<u>Enter Office Location</u>	<u>Enter Discipline</u>	<u>Enter License No.</u>
<u>Enter Name of Firm</u>	<u>Enter Office Location</u>	<u>Enter Discipline</u>	<u>Enter License No.</u>
<u>Enter Name of Firm</u>	<u>Enter Office Location</u>	<u>Enter Discipline</u>	<u>Enter License No.</u>



# *Request for Qualifications*

## *Qualifications of Proposer's Team*

---

### **Key Personnel**

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

Name	Role	Name of Firm	License No.	Years	Years Experience with Firm
<u>Todd Seymour, PE</u>	<u>Project Manager</u>	<u>David Plummer &amp; Assoc</u>	<u>FL PE 52098</u>	<u>27</u>	<u>22</u>
<u>Timothy Plummer, PE</u>	<u>Project Principal</u>	<u>David Plummer &amp; Assoc.</u>	<u>FL PE 49676</u>	<u>25</u>	<u>19</u>
<u>Victor Lee, PE, PLS</u>	<u>Sr. Project Engineer</u>	<u>David Plummer &amp; Assoc.</u>	<u>FL PE 35233</u>	<u>36</u>	<u>30</u>
<u>Armando Luna, PE</u>	<u>Project Engineer</u>	<u>David Plummer &amp; Assoc.</u>	<u>FL PE 66403</u>	<u>30</u>	<u>14</u>
<u>Ken Garndner, ASLA</u>	<u>Landscape Architect</u>	<u>Rosenberg Gardner Design</u>	<u>FL LA 156920</u>	<u>24</u>	<u>20</u>
<u>Enter Name</u>	<u>Enter Role</u>	<u>Enter Name of Firm</u>	<u>Enter License No.</u>	<u>Enter Years</u>	<u>Enter Years</u>
<u>Enter Name</u>	<u>Enter Role</u>	<u>Enter Name of Firm</u>	<u>Enter License No.</u>	<u>Enter Years</u>	<u>Enter Years</u>
<u>Enter Name</u>	<u>Enter Role</u>	<u>Enter Name of Firm</u>	<u>Enter License No.</u>	<u>Enter Years</u>	<u>Enter Years</u>
<u>Enter Name</u>	<u>Enter Role</u>	<u>Enter Name of Firm</u>	<u>Enter License No.</u>	<u>Enter Years</u>	<u>Enter Years</u>
<u>Enter Name</u>	<u>Enter Role</u>	<u>Enter Name of Firm</u>	<u>Enter License No.</u>	<u>Enter Years</u>	<u>Enter Years</u>
<u>Enter Name</u>	<u>Enter Role</u>	<u>Enter Name of Firm</u>	<u>Enter License No.</u>	<u>Enter Years</u>	<u>Enter Years</u>
<u>Enter Name</u>	<u>Enter Role</u>	<u>Enter Name of Firm</u>	<u>Enter License No.</u>	<u>Enter Years</u>	<u>Enter Years</u>
<u>Enter Name</u>	<u>Enter Role</u>	<u>Enter Name of Firm</u>	<u>Enter License No.</u>	<u>Enter Years</u>	<u>Enter Years</u>

## TEAM'S EXPERIENCE IN DEVELOPING, DESIGNING, & IMPLEMENTING A SAFE ROUTE TO SCHOOL OR SIMILAR PROJECT

### Downtown Doral Infrastructure Improvements

DPA designed and completed the construction administration phase of the infrastructure improvements for Downtown Doral. The roadway and sidewalk improvements include the reconstruction of NW 53 Street from NW 87 Avenue to NW 79 Avenue; NW 53 Terrace from NW 87 Avenue to NW 53 Street; NW 84 Avenue from NW 53 Street to NW 53 Terrace, and from a new roundabout in front of the future City Hall Building to NW 54 Street; and modification of the traffic signals at NW 53 Street and NW 87 Avenue and at NW 53 Street and NW 79 Avenue. In addition, this project includes a new decorative lighting system, as well as water and sewer improvements along this roadway network. This project was prepared for a Partnership with the City of Doral & Codina Partners for a contract amount of \$290,000. DPA was the prime design and construction administration consultant for this project. Construction was completed in the end of 2014.



This project was prepared for a Partnership with the City of Doral & Codina Partners for a contract amount of \$290,000. DPA was the prime design and construction administration consultant for this project. Construction was completed in the end of 2014.

### Village of Pinecrest Safe Routes to Palmetto and Pinecrest Elementary Schools

DPA is recently completed the design and bidding and award phase for the Village of Pinecrest Safe Routes to School LAP funded project for Pinecrest and Palmetto Elementary Schools. The project included update all school signs to the latest MUTCD standard, install electronic speed feedback signs, high emphasis crosswalks, sidewalks and crosswalks in the missing sections of Red Road, pedestrian activated solar powered flashers and stop for pedestrian signs, install a pedestrian countdown signal. DPA first did the warrant study for the grant funding then design, permitting, bidding and award. This project is currently in construction.



**SR 973 (Galloway Road / SW 87 Avenue) from SW 41 Street to SW 96 Street**

DPA was the Minor Design Consultant for the Florida Department of Transportation District VI. One of the many projects completed for FDOT under this contract was this RRR project for Galloway Road for a fee of \$300,000. The contact person is Ms. Adriana Manzanares, Project Manager (305) 470-5283. DPA was the prime consultant for this 3.5 mile project. The design included milling and resurfacing of this four-lane divided urban highway, drainage, upgrading of the corridor to current ADA standards, and preparation of signing and pavement marking plans, and signalization improvements at 5 intersections. Designated bike lanes were incorporated into the typical section from SW 96 Street to Kendall Drive.



**City of Coral Gables Traffic Engineering Consultant**

DPA has been a traffic engineering consultant to the City of Coral Gables for over 20 years. Representative projects in the past 5 years include the following: Concurrency Management System Update; Coral Way / Segovia Street Roundabout Planning and Design; Ponce de Leon Boulevard Median Design; Coral Gables Trolley Expansion Feasibility Study; Comprehensive Plan Evaluation and Appraisal Traffic Engineering Support. The total amount for the task orders from 2009 to the present is approximately \$400,000. The Ponce de Leon Boulevard Median Project is a 1.2-mile segment of Ponce de Leon Boulevard in the central business district of the City of Coral Gables. The City's PM was Ernesto Pino the Assistant PW Director who can be reached at 305-460-5004. The project included a landscaped median, trolley stops with sidewalk bulb-outs, milling and resurfacing, left turn lanes, signal modifications, ADA upgrades, drainage improvements, and on-street parking.





# Town of Miami Lakes

## REQUEST FOR QUALIFICATIONS

Design Services for the Safe Routes to School Project

RFQ # 2015-11R

**PRIME CONSULTANT**  
David Plummer & Associates

**SUBCONSULTANT**  
Rosenberg Gardner Design (RGD)



Town of Miami Lakes  
Project Manager

**PROJECT PRINCIPAL**  
Timothy J. Plummer, PE (DPA)  
President

**PROJECT MANAGER**  
Todd Seymour, PE (DPA)  
VP Design Services

**ROADWAY DRAINAGE DESIGN**  
Victor Lee, PE, PLS (DPA)  
VP Civil Engineering

**TRAFFIC / LIGHTING ENGINEERING**  
Armando Luna, PE (DPA)  
Project Engineer

**PUBLIC MEETINGS / WORKSHOPS**  
Juan Espinosa, PE  
VP Transportation

**LANDSCAPE DESIGN**  
Ken Gardner, ASLA, LEED AP (RGD)  
President

**CONTRACT ADMINISTRATION**  
Todd Seymour, PE (DPA)  
VP Design Services

**PLANS REVIEW & PERMITTING TO BE  
PERFORMED BY APPLICABLE CONSULTANT**





### **EDUCATION:**

Bachelor of Science, Civil Engineering, Florida International University, 1988

### **PROFESSIONAL ENGINEER:**

State of Florida - #52098

### **LENGTH OF EMPLOYMENT WITH DPA:**

22 Years; Coral Gables Office

### **EXPERIENCE:**

Mr. Seymour is responsible for roadway and site project engineering for both the public and private sector in the firm's Coral Gables office. These responsibilities include: project management, roadway design, post design construction management service. Mr. Seymour is involved in the supervision, production, and quality control of all roadway and site plans and specifications.

### **REPRESENTATIVE PROJECTS:**

#### **Downtown Doral Infrastructure Improvements**

This project consists of the reconstruction of approximately 7,000 linear feet of roadway network in Downtown Doral. Mr. Seymour is the project engineer responsible for the preparation of roadway, signing and pavement marking, school zone design, and water and sewer plans for segments of NW 53 Street, NW 53 Terrace, and NW 84 Avenue. Mr. Seymour also performed the Construction Administration and Post Design Services for this project.

#### **Ponce de Leon Boulevard Roadway Improvements Phase I & II**

Mr. Seymour was the project manager and engineer-of-record for this two-phase LAP funded project that involved the design and post-design construction management services of the existing four-lane roadway. This project is a 1.2-mile roadway section of Ponce de Leon Boulevard from Almeria Avenue to Sidonia Avenue in the central business district of Coral Gables, FL. Both phases constructed a landscape median, trolley stops with sidewalk bulb-outs, milling and resurfacing, left turn lanes, signal modifications, pedestrian ramps, drainage improvements, cross walk enhancements, and on-street parking. DPA also prepared the traffic control plans and specifications package, and provided bid services and post design services for this complex City of Coral Gables Public Works project.

#### **Safe Routes to School for Palmetto and Pinecrest Elementary Schools Phase I**

Mr. Seymour was the project manager and engineer-of-record for this LAP funded project with the Village of Pinecrest. This project involved adding sidewalks, high emphasis crosswalks, electronic speed feedback signs, update the schools signage to the current MUTCD standards for both Palmetto and Pinecrest Elementary Schools. This project also included the permitting, cost estimates, bid preparation, bid review and award recommendation through the LAP process.

### **OTHER SIGNIFICANT PROJECTS**

- West Kendall Baptist Hospital
- South Post Road-Weston
- South Florida Logistics Center
- MDC MPO Adding Turbo Lanes to T Intersections
- Intersection Improvements Traffic Study and Conceptual Design





**EDUCATION:**

Bachelor of Science, Civil Engineering, University of Miami, Magna Cum Laude

**PROFESSIONAL ENGINEER:**

State of Florida - #35233

**LENGTH OF EMPLOYMENT WITH DPA:**

30 Years ; Coral Gables Office

**PROFESSIONAL LAND SURVEYOR:**

State of Florida - #4917

**EXPERIENCE:**

Mr. Lee is the manager responsible for the technical direction of the civil engineering functions of the firm. Mr. Lee is involved in the supervision, production, and quality control of all roadway and expressway plans and specifications, parking facilities, conceptual roadway designs, and water/sewer design projects. Additional duties include utility coordination, government agency coordination, and permitting.

**REPRESENTATIVE PROJECTS:**

**SR-5 (US-1 / South Dixie Highway) Roadway Improvements**

This project consists of improvements along a 2.2-mile segment of SR-5 from SW 136 Street to SW 102 Street in Miami-Dade County. This RRR project includes the design of offset left turn lanes, signal modifications at five intersections, one new traffic signal, and curb ramp and sidewalk modifications to meet current ADA standards. Mr. Lee is the project manager responsible for the preparation of roadway, signing and pavement marking, and signalization plans.

**SR 9, SR 90, and SR 933 Corridor Improvements**

This project consisted of pedestrian safety improvements at 16 intersections along SR 9 (NW 27 Avenue), SR 90 (SW 8 Street), and SR 933 (SW 12 Avenue) in Miami-Dade County. Design duties included the installation of pedestrian features such as countdown pedestrian signals, pedestrian signs and pedestrian detectors, reconstruction of curb ramps to meet ADA standards, and the use of high-emphasis striping or textured crosswalk. Mr. Lee was the project manager responsible for the preparation of the contract plans.

**SR 972 (Coral Way / SW 22 Street) Roadway Improvements**

This project consisted of improvements along a 2.5-mile segment of Coral Way from SW 37 Avenue to SW 12 Avenue in Miami-Dade County. The improvements consisted of curb ramp, sidewalk, and driveway modifications to meet current ADA standards. Mr. Lee was the project manager responsible for the preparation of the roadway, signing and pavement marking, and signalization plans for this project.

**OTHER SIGNIFICANT PROJECTS**

- NW 42 Court/ NW 20 Street Connector
- SW 48 Street Roadway Improvements
- NW 97 Avenue Roadway Widening
- NE 151 Street Extension
- SW 132 Street Sidewalk Improvements





**Armando Luna, PE**  
**SR. PROJECT MANAGER**

**EDUCATION:**

**Bachelor of Science, Civil Engineering**, Pontifical Catholic University of Peru, 1984

**PROFESSIONAL ENGINEER:**

State of Florida - # 66403 (2007)

**LENGTH OF EMPLOYMENT WITH DPA:** 14 Years; Coral Gables Office

**EXPERIENCE:**

Mr. Luna is responsible for the engineering projects for both the public and private sector. These responsibilities include the design and preparation of roadway, signing and pavement marking, signalization, and lighting plans. His responsibilities also include drainage design and the preparation of computation books. Mr. Luna has an extensive knowledge of Microstation, Geopak, AutoTurn, GuidSign, Autocad, AutoLisp, ICPR, and FDOT Electronic Delivery.

**REPRESENTATIVE PROJECTS:**

**NW 42 Court / NW 20 Street Connector – (June 2005 – June 2010)**

This project consisted of roadway design plans to extend NW 42 Court north from NW 18 Street and connect to NW 20 Street at McLaughlin Drive. The roadway plans included the reconstruction of McLaughlin Drive north of NW 20 Street to connect to the ramp for westbound Central Boulevard at Miami International Airport. This project also includes a new low-profile bridge crossing over the Tamiami Canal. The scope of work also included signing and pavement markings, new signalization for two intersections, and lighting. Mr. Luna was the lead project engineer for this design project.

**Kingman Road (SW 152 Avenue) – (December 2006 – April 2007)**

This project consisted of roadway plans for the realignment of Kingman Road (SW 152 Avenue) from its current location to a new connection on Campbell Drive. The scope of work also included drainage design, signing and pavement markings, and lighting.

**SR 973 (Galloway Road / SW 87 Ave) – (November 2003 – April 2006)**

This project consisted of milling and resurfacing of a 3.5 mile segment of Galloway Road from SW 96 Street to SW 41 Street. Five (5) traffic signals within this corridor were upgraded from span wire to mast arm installations. The work also included curb ramp modifications to meet current ADA standards. Signing and pavement markings were also included in the scope of work for this project. This contract was awarded to DPA.

**SR 823 (Red Road / NW 57 Ave) – (November 2003 – March 2005)**

This project consisted of milling and resurfacing from NW 186 St to Miami-Dade / Broward County Line and new signalization at the intersection of NW 195 Dr and Red Road. Also signing and pavement markings, and signalization improvements were included in the scope of work for this project. This contract was awarded to DPA.

**KENNETH ERIC GARDNER, ASLA, LEED AP, PRESIDENT**

**EDUCATION AND CERTIFICATION:**

1991 Bachelor of Landscape Architecture, University of Georgia, Athens, Georgia  
1996 State of Florida Licensed Landscape Architect #1569  
1999 (CPTED) Crime Prevention Through Environmental Design – Certified  
2009 LEED AP Certified

**EXPERIENCE:**

**President, Rosenberg Gardner Design**

**Office Location: 17670 NW 78 Ave, Suite 214, Miami, FL 33015**

**1993-Present**

Ken Gardner has over 20 years of experience at Rosenberg Gardner Design (RGD). He has extensive knowledge of landscape design and has prepared landscape plans for numerous FDOT projects throughout South Florida. Ken has designed landscapes for residential, commercial, industrial, and governmental projects, and has prepared master land use plans and site plans for residential communities, retail centers and parks. Ken has generated site construction plans and details, as well as planting, irrigation, and lighting plans for projects up to \$600 million. Ken handles site inventories, client meetings, and public presentations. He also oversees project installation. Ken serves on several Miami-Dade County boards, including the Transportation Aesthetic Review Committee and the Community Image Advisory Board.

As a native of South Florida, Ken's knowledge of sub-tropical plant material and its application is extremely strong. Ken has been very interested in sustainable design and has been employing these "green" aspects of design in every project. He designed dozens of rooftop gardens, xeric landscapes and a few alternative irrigation systems. He became LEED certified in 2009 and has completed several projects that have received certifications from the U.S. Green Building Council.

**REPRESENTATIVE PROJECTS:**

**N.W. 25<sup>th</sup> Street Streetscape** (2002 – scheduled completion 2015)

2.25 miles, Miami-Dade County; this project, located between NW 89<sup>th</sup> Avenue and NW 64<sup>th</sup> Avenue, was for the reconstruction of NW 25<sup>th</sup> Street to widen and add a viaduct over 25<sup>th</sup> Street and the Palmetto Expressway, continuing east to Miami International Airport. This project won the 2011 Project of the Year for Outstanding Landscape Design from the American Society of Civil Engineers.

**SR 5/US-1/South Dixie Highway from SW 136 St. to SW 102 St.** (2008 – 2009)

2.32 miles, Miami-Dade County; this project was for access management of US-1. RGD reviewed existing vegetation and determined pliability for relocation either in the medians of US-1 or within the Village of Pinecrest. RGD prepared planting plans.

**SR A1A through Golden Beach** (2008 – 2009)

1.25 miles, Miami-Dade County; this project was a rehabilitation of the existing landscaping design in the medians for 1.25 miles on A1A through Golden Beach. RGD prepared planting and irrigation plans for the project.

**SW 344 St Park & Ride** (2011 – 2012)

Miami-Dade County; this project was for a new LEED certified Park & Ride facility for the Miami-Dade County Busway located in Florida City. RGD prepared planting plans.



## TAYLOR KIEHL SEMLER, ASLA

### EDUCATION AND CERTIFICATION:

2008 Bachelor of Landscape Architecture, University of Georgia, Athens, Georgia  
2014 State of Florida Licensed Landscape Architect #6667205

### EXPERIENCE:

#### **Rosenberg Gardner Design, 17670 NW 78 Ave, Suite 214, Miami, FL 33015; 2008 - Present**

Kiehl has 8 years experience at Rosenberg Gardner Design (RGD). He has prepared planting and irrigation plans for a wide range of projects, such as residences, large scale developments, parks, streetscapes, commercial centers, parking garages and government buildings. He handles site inventories, client meetings, and public presentations. He also oversees project installation. Kiehl has worked on many streetscape projects in several municipalities throughout Miami-Dade and Broward counties. He is an expert in using computer aided design applications for planning practices and rendering of plans.

### REPRESENTATIVE PROJECTS:

#### **N.W. 25<sup>th</sup> Street Streetscape** (2002 – scheduled completion 2015)

2.25 miles, Miami-Dade County; this project, located between NW 89<sup>th</sup> Avenue and NW 64<sup>th</sup> Avenue, was for the reconstruction of NW 25<sup>th</sup> Street to widen and add a viaduct over 25<sup>th</sup> Street and the Palmetto Expressway, continuing east to Miami International Airport. This project won the 2011 Project of the Year for Outstanding Landscape Design from the American Society of Civil Engineers.

#### **SW 344 St Park & Ride** (2011 – 2012)

Miami-Dade County; this project was for a new LEED certified Park & Ride facility for the Miami-Dade County Busway located in Florida City. RGD prepared planting plans.

#### **Old Cutler Road** (2010 – 2013)

Miami-Dade County; RGD prepared landscape plans for an approximately 1 ¼ mile section of Historic Old Cutler Road through Cutler Bay. This plan incorporated wide sidewalks and a significant number of shade trees to provide for a pleasant pedestrian experience.

#### **Sample Road – SR 834** (2009 – 2012)

1.23 miles, Broward County; this project was for the renovation of 1.23 miles of roadway through two municipalities in Broward County. RGD prepared a Landscape Concept Report to determine sight distance violations and prepared planting and irrigation plans to rectify these violations as well as other site modifications.

#### **SR A1A through Hallandale** (2009 – 2011)

1 mile, Broward County; this project was a rehabilitation of the existing landscaping design in the medians for 1 mile on A1A through Hallandale. RGD prepared planting and irrigation plans.



#### **4 e. Qualifications of the Proposer's Team**

DPA's Coral Gables Office will be the Responsible Office, and all key personnel and support staff for this project are located in this office. The offices and key personnel for Rosenberg Gardner Design (RGD) are also located in Miami very close to the project site. DPA and RGD have been working together for over 20 years. The President and Landscape Architect for the project Mr. Ken Gardner, ASLA, Mr. Todd Seymour, PE (DPA), and Mr. Victor Lee, PE, PLS (DPA) have designed projects together under their current firms for the last 20 years so they have developed a very good working relationship.

Some of the projects that they have worked on together are the following:

- FDOT SR 5 (US1) from SW 136 Street to SW 102 Street in the Village of Pinecrest- This project was a RRR and safety improvement with a new mast arm signal and completed construction in 2013 and the estimate of construction cost was 4.0 million.
- South Post Road in Weston- This project was for the Archdioceses of Miami for a new St. Katherine Church and the scope of work included roadway widening for a new southbound turn lane and median construction for the new left turn lane into the church's driveway. This project completed construction in the summer 2014 and the estimated construction cost was \$1.5 million.
- Southwest Florida International Airport Parking Lot Expansion- this project was for the Lee County Port Authority and it included a new 500 space at grade parking lot, new inbound and out bound exit roadways for the terminal. This project completed construction in 1997 and the estimate construction cost was \$4.0 million.
- Palmetto Expressway Interchange at NW 36 Street -This project consisted of the redesign of the existing cloverleaf interchange to a partial clover-leaf interchange with loop ramps in the northwest and southeast quadrants. The design work included the widening of the Palmetto Expressway bridges over NW 36 Street and Dressel's Dairy Canal, the widening of the NW 36 Street bridge over Dressel's Dairy Canal, and the widening of NW 36 Street. Intersection design, in addition to the design of ramp terminals, included the establishment of tapers, transitions, acceleration and deceleration lanes, and storage lanes, as well as the design of channelizing features. Construction of the interchange was completed in 2006 at a construction cost estimate cost of 33 million.

# Request for Qualifications Qualifications of Proposer Key Personnel Workload Capacity

**Instructions:** This form is to be completed for each of the Key Personnel identified in Form RFQ-QT. Month 1 is to be calculated starting the 2<sup>nd</sup> month after the month the RFQ is due. (If the RFQ is due in March then Month 1 would be May). Use additional sheets if necessary.

**RFQ Title:** Design Services for the Safe Routes to School Project

**RFQ Solicitation No.:** 2015-11R

**Name of Key Personnel:** Timothy Plummer, PE

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project
Sun Life Stadium	Stadium Renovations	\$25,000	Project Principal	CD
Turnberry Ocean Club	Turnberry Associates	\$20,000	Project Manager	SD
Green City Miami	Limonar Development	\$22,000	Project Principal	CD
Baptist Health Cancer Institute	Baptist Health South Florida	\$86,000	Project Principal	CA
Enter Name of Project	Enter Owner's Name	Enter Value	Enter Role	Enter Status

### Availability based on % of time per month

Month 1 <u>40</u>	Month 2 <u>40</u>	Month 3 <u>50</u>
Month 4 <u>70</u>	Month 5 <u>50</u>	Month 6 <u>70</u>
Month 7 <u>70</u>	Month 8 <u>80</u>	Month 9 <u>80</u>
Month 10 <u>80</u>	Month 11 <u>80</u>	Month 12 <u>80</u>

**Status Abbreviations:**

PD= Pre-Design  
SD = Schematic Design  
DD = Design Development  
CD = Construction Documents

P=Permitting  
CA=Construction Administration  
PC- Post Construction

# ***Request for Qualifications Qualifications of Proposer Key Personnel Workload Capacity***

**Instructions:** This form is to be completed for each of the Key Personnel identified in Form RFQ-QT. Month 1 is to be calculated starting the 2<sup>nd</sup> month after the month the RFQ is due. (If the RFQ is due in March then Month 1 would be May). Use additional sheets if necessary.

**RFQ Title:** Design Services for the Safe Routes to School Project

**RFQ Solicitation No.:** 2015-11R

**Name of Key Personnel:** Todd Seymour, PE

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project
Ponce de Leon Boulevard Phase III	City of Coral Gables	\$70,000	Project Manager	CD
Goodlette-Frank Rd. at Fleischmann	Collier County	\$30,000	Project Manager	CD
Pelican Marina Park	Miami Dade County	\$92,000	Project Manager	CD
Baptist Health Cancer Institute	Baptist Health South Florida	\$86,000	Project Manager	CA
Enter Name of Project	Enter Owner's Name	Enter Value	Enter Role	Enter Status

### Availability based on % of time per month

Month 1 <u>30</u>	Month 2 <u>50</u>	Month 3 <u>60</u>
Month 4 <u>60</u>	Month 5 <u>60</u>	Month 6 <u>70</u>
Month 7 <u>80</u>	Month 8 <u>80</u>	Month 9 <u>90</u>
Month 10 <u>90</u>	Month 11 <u>90</u>	Month 12 <u>90</u>

**Status Abbreviations:**

PD= Pre-Design  
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# Request for Qualifications Qualifications of Proposer Key Personnel Workload Capacity

**Instructions:** This form is to be completed for each of the Key Personnel identified in Form RFQ-QT. Month 1 is to be calculated starting the 2<sup>nd</sup> month after the month the RFQ is due. (If the RFQ is due in March then Month 1 would be May). Use additional sheets if necessary.

**RFQ Title:** Design Services for the Safe Routes to School Project

**RFQ Solicitation No.:** 2015-11R

**Name of Key Personnel:** Victor Lee, PE, PLS

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project
N. Kendall Dr. Lighting Design Services	Lennar	\$18,000	Project Manager	CD
NW 58 St. / NW 99 Ave Signal	City of Doral	\$17,000	Project Manager	CD
Pelican Marina Park	Miami Dade County	\$92,000	Project Engineer	CD
Old Cutler Rd. at SW 134 Street	Village of Pinecrest	\$9,000	Project Manager	CD
Enter Name of Project	Enter Owner's Name	Enter Value	Enter Role	Enter Status

### Availability based on % of time per month

Month 1 <u>40</u>	Month 2 <u>60</u>	Month 3 <u>50</u>
Month 4 <u>60</u>	Month 5 <u>60</u>	Month 6 <u>70</u>
Month 7 <u>70</u>	Month 8 <u>70</u>	Month 9 <u>70</u>
Month 10 <u>70</u>	Month 11 <u>70</u>	Month 12 <u>70</u>

**Status Abbreviations:**

PD= Pre-Design  
SD = Schematic Design  
DD = Design Development  
CD = Construction Documents

P=Permitting  
CA=Construction Administration  
PC- Post Construction

**SECTION D**  
**QUALIFICATIONS OF PROJECT MANAGER**

# Request for Qualifications

## Qualifications of Proposer Form RFQ-PM

**Instructions**(Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFQ. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PM-R must be included for each Form RFQ-PM.

**RFQ Solicitation No. :** 2015-11R **RFQ Title:** Design Services for the Safe Routes to School Project

**Name of Proposer:**David Plummer & Associates , Inc. **Role:** Prime  Subcontractor/Subconsultant

**Name of Project:**Safe Routes to School for Palmetto and Pinecrest Elem. **Address of Project:** Village of Pinecrest

**Name of Owner:** Village of Pinecrest **Contact Name:**Maria Alberro Menendez

**Contact Telephone No.:**305-234-2121 **Contact E-mail Address:**mменendez@pinecrest-fl.gov

**Brief Scope of Project &How Project is Similar:**This project is very similar in that it was a LAP funded, and coordinated project that included sidewalks, ADA ramps, new school high emphasis crosswalks, new pedestrian countdown signal, pedestrian activated solar powered flashers for the pedestrian signs, electronic speed feedback signs, update of the school signage to current MUTCD standards.

**Value of Design Fees:** (if applicable): **Awarded:**\$ 21,900 **Actual:** \$ 27,410 N/A

**Basis for difference in value:** A topographic survey was added to the original design contract.

**Value of Construction:** (if applicable): **Awarded:**\$ 146,100.00 **Actual:**\$ 214,353.41 N/A

**Basis for difference in value:** Additional traffic control items were added by Miami-Dade County

**Project Completion** (no. of calendar days):**Projected:** 180 days **Actual:** Currently in Construction N/A

**Type of Project:**  design-bid-build  design/build  CM@Risk  Other (specify): [Click here to enter text.](#)

By: \_\_\_\_\_  
Signature of Authorized Officer

TIMOTHY J. PLUMMER  
Printed Name

9/21/15  
Date

PRESIDENT  
Title



# Request for Qualifications

## Qualifications of Proposer Form RFQ-PM

**Instructions**(Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFQ. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PM-R must be included for each Form RFQ-PM.

**RFQ Solicitation No. :** 2015-11R **RFQ Title:** Design Services for the Safe Routes to School Project  
**Name of Proposer:** David Plummer & Associates , Inc. **Role:** Prime  Subcontractor/Subconsultant   
**Name of Project:** Ponce de Leon Blvd. Median & Rdwy Imp. **Address of Project:** Ponce de Leon Boulevard  
**Name of Owner:** City of Coral Gables **Contact Name:** Ernesto Pino  
**Contact Telephone No.:** 305-234-2121 **Contact E-mail Address:** Epino@coralgables.com

**Brief Scope of Project &How Project is Similar:** This project is very similar in that it was a LAP funded, and coordinated project that included sidewalks, ADA ramps, new school high emphasis crosswalks, widening/milling and resurfacing, drainage imp., update of the school signage to current MUTCD standards, bidding and award, and detailed MOT plans due to businesses.

**Value of Design Fees:** (if applicable): **Awarded:** \$ 250,000 **Actual:** \$ 250,000 N/A


**Basis for difference in value:** Enter Basis for Difference.

**Value of Construction:** (if applicable): **Awarded:** \$ 1,513,727.60 **Actual:** \$ 1,784,104.59 N/A

**Basis for difference in value:** Additional landscaping and drainage cleaning was added to the project.

**Project Completion** (no. of calendar days): **Projected:** 300 days **Actual:** 420 days N/A

**Type of Project:**  design-bid-build  design/build  CM@Risk  Other (specify): Click here to enter text.

By:   
Signature of Authorized Officer  
TIMOTHY J. PLUMMER  
Printed Name

9/21/15  
Date  
PRESIDENT  
Title

# Request for Qualifications

## Qualifications of Proposer Form RFQ-PM

**Instructions**(Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFQ. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PM-R must be included for each Form RFQ-PM.

**RFQ Solicitation No. :** 2015-11R **RFQ Title:** Design Services for the Safe Routes to School Project  
**Name of Proposer:** David Plummer & Associates , Inc. **Role:** Prime  Subcontractor/Subconsultant   
**Name of Project:** NE 15 Avenue Sidewalk & Rdwy Imp. **Address of Project:** NE 15 Avenue  
**Name of Owner:** Miami Dade County **Contact Name:** Lana Moorey  
**Contact Telephone No.:** 305-375-2863 **Contact E-mail Address:** lana@miamidade.gov

**Brief Scope of Project & How Project is Similar:** This project is similar in that it was a Miami-Dade County project that included sidewalks, ADA ramps, new school high emphasis crosswalks, milling and resurfacing, drainage imp., update of the school signage to current MUTCD standards, bidding and award, and construction administration.

**Value of Design Fees:** (if applicable): **Awarded:** \$ 65,000 **Actual:** \$ 65,000 N/A

**Basis for difference in value:** Enter Basis for Difference.

**Value of Construction:** (if applicable): **Awarded:** \$ 1,100,000 **Actual:** \$ 1,100,000 N/A

**Basis for difference in value:** \_\_\_\_\_

**Project Completion** (no. of calendar days): **Projected:** 200 days **Actual:** 250 days N/A

**Type of Project:**  design-bid-build  design/build  CM@Risk  Other (specify): Click here to enter text.

By: \_\_\_\_\_  
Signature of Authorized Officer  
TIMOTHY J. PLUMMER  
Printed Name

9/21/15  
Date  
PRESIDENT  
Title



To Whom it May Concern

Subject: Reference Letter for Consultant's Project Manager

Name of Proposer: Daivid Plummer & Associates

Name of Project Manager: Todd Seymour, PE

The above referenced Consultant is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We require that the Proposer provide written references for their Project Manager (PM) with their submission. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Safe Routes to School for Palmetto and Pinecrest Elem.

Scope of work: FOR LAP PROJECT NEW SIDEWALKS, CROSSWALKS, ELECTRONIC SPEED FEEDBACK SIGNS, SIGNALS AT BOTH SCHOOLS

Value of project: \$214,000 Value of Design Services: \$21,000

Delivery method:  Design-Bid-Build  CM@Risk  Design-Build  Other (Enter Other \_\_\_\_\_)

Construction completed on time & within budget:  Yes  No (IN CONSTRUCTION NOW)

If no, did the PM at contribute to the delay(s) or increased cost?  Yes  No

Quality of Design:  Above expectations  Average  Below Expectations

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

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

Was the Project Manager responsive to the Owner & Contractor?  Yes  No

Was the Project Manger timely with reviews and submittals?  Yes  No

Did the Project Manger quickly resolve issues as they arose?  Yes  No

Comments:

VERY GOOD WORK PRODUCT & VERY RESONSIVE

Enter Comments

Name of Owner: Village of Pinecrest

Name of individual completing this form: MARIA MENENDEZ Date: 6/30/2015

Signature: [Signature] Title: ASSISTANT VILLAGE MGR,

Telephone: 305 234-2121 E-mail: mmenendez@pinecrest-fl.gov

Sincerely,

Gary Fabrikant, Procurement Manager

Form RFQ-PM-R





To Whom it May Concern

Subject: Reference Letter for Consultant's Project Manager

Name of Proposer: Daivid Plummer & Associates Name of Project Manager: Todd Seymour, PE

The above referenced Consultant is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We require that the Proposer provide written references for their Project Manager (PM) with their submission. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Ponce de Leon Boulevard Median & Roadway Improvements

Scope of work: DESIGN AND CONSTRUCTION ADMIN. OF NEW SWK, CROSSWALKS MILLING AND RESURFACING, ELEM. SCHOOL SIGNAL  
Value of project: \$1.8 MILLION Value of Design Services: \$250,000

Delivery method:  Design-Bid-Build  CM@Risk  Design-Build  Other (Enter Other \_\_\_\_\_)

Construction completed on time & within budget:  Yes  No

If no, did the PM at contribute to the delay(s) or increased cost?  Yes  No

Quality of Design:  Above expectations  Average  Below Expectations

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

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

Was the Project Manager responsive to the Owner & Contractor?  Yes  No

Was the Project Manger timely with reviews and submittals?  Yes  No

Did the Project Manger quickly resolve issues as they arose?  Yes  No

Comments:

Enter Comments

Enter Comments

Name of Owner: City of Coral Gables Public Works

Name of individual completing this form: ERNESTO PINO Date: 7-1-15

Signature: [Signature] Title: ASSISTANT P.W. DIRECTOR

Telephone: 305 460-5004 E-mail: EPINO@CORALGABLES.COM

Sincerely,

Gary Fabrikant, Procurement Manager

Form RFQ-PM-R



To Whom it May Concern

Subject: Reference Letter for Consultant's Project Manager

Name of Proposer: Daivid Plummer & Associates

Name of Project Manager: Todd Seymour, PE

The above referenced Consultant is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We require that the Proposer provide written references for their Project Manager (PM) with their submission. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: NE 15 Avenue Sidewalk & Roadway Improvements

Scope of work: NEW SIDEWALKS, CROSSWALKS, SCHOOL SIGNAGE, DRAINAGE IMPROVEMENTS

Value of project: \$1,100,000 Value of Design Services: \$65,000

Delivery method:  Design-Bid-Build  CM@Risk  Design-Build  Other (Enter Other \_\_\_\_\_)

Construction completed on time & within budget:  Yes  No

If no, did the PM at contribute to the delay(s) or increased cost?  Yes  No

Quality of Design:  Above expectations  Average  Below Expectations

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

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

Was the Project Manager responsive to the Owner & Contractor?  Yes  No

Was the Project Manger timely with reviews and submittals?  Yes  No

Did the Project Manger quickly resolve issues as they arose?  Yes  No

Comments:

Enter Comments

Enter Comments

Name of Owner: Miami- Dade County Public Works

Name of individual completing this form: LANA MOOREY Date: 7/6/15

Signature: Lana Moorey Title: PROJECT MANAGER

Telephone: 305 375-2863 E-mail: lana@miamidade.gov

Sincerely,

Gary Fabrikant, Procurement Manager

Form RFQ-PM-R





**EDUCATION:**

Bachelor of Science, Civil Engineering, Florida International University, 1988

**PROFESSIONAL ENGINEER:**

State of Florida - #52098

**LENGTH OF EMPLOYMENT WITH DPA:**

22 Years; Coral Gables Office

**EXPERIENCE:**

Mr. Seymour is responsible for roadway and site project engineering for both the public and private sector in the firm's Coral Gables office. These responsibilities include: project management, roadway design, post design construction management service. Mr. Seymour is involved in the supervision, production, and quality control of all roadway and site plans and specifications.

**REPRESENTATIVE PROJECTS:**

**Downtown Doral Infrastructure Improvements**

This project consists of the reconstruction of approximately 7,000 linear feet of roadway network in Downtown Doral. Mr. Seymour is the project engineer responsible for the preparation of roadway, signing and pavement marking, school zone design, and water and sewer plans for segments of NW 53 Street, NW 53 Terrace, and NW 84 Avenue. Mr. Seymour also performed the Construction Administration and Post Design Services for this project.

**Ponce de Leon Boulevard Roadway Improvements Phase I & II**

Mr. Seymour was the project manager and engineer-of-record for this two-phase LAP funded project that involved the design and post-design construction management services of the existing four-lane roadway. This project is a 1.2-mile roadway section of Ponce de Leon Boulevard from Almeria Avenue to Sidonia Avenue in the central business district of Coral Gables, FL. Both phases constructed a landscape median, trolley stops with sidewalk bulb-outs, milling and resurfacing, left turn lanes, signal modifications, pedestrian ramps, drainage improvements, cross walk enhancements, and on-street parking. DPA also prepared the traffic control plans and specifications package, and provided bid services and post design services for this complex City of Coral Gables Public Works project.

**Safe Routes to School for Palmetto and Pinecrest Elementary Schools Phase I**

Mr. Seymour was the project manager and engineer-of-record for this LAP funded project with the Village of Pinecrest. This project involved adding sidewalks, high emphasis crosswalks, electronic speed feedback signs, update the schools signage to the current MUTCD standards for both Palmetto and Pinecrest Elementary Schools. This project also included the permitting, cost estimates, bid preparation, bid review and award recommendation through the LAP process.

**OTHER SIGNIFICANT PROJECTS**

- West Kendall Baptist Hospital
- South Post Road-Weston
- South Florida Logistics Center
- MDC MPO Adding Turbo Lanes to T Intersections
- Intersection Improvements Traffic Study and Conceptual Design



### **5 d. Qualifications of Project Manager**

DPA's Project Manager Mr. Todd Seymour, P.E. is very qualified and experienced in LAP projects for the Safe Routes to School Program. Mr. Seymour recently completed the Safe Routes to School improvements for Palmetto Elementary and Pinecrest Elementary Schools in Village of Pinecrest, Florida. This lengthy process included the MPO study for the recommended improvements, getting the approval of the School Board, Village of Pinecrest, Miami Dade County and, FDOT, filing the application through the state, preparing the design, permitting, bidding and finally award recommendation which was issued approximately 3 months ago.

The Design Engineering Services for this Village of Pinecrest Project included the following design components for the two different schools in Village of Pinecrest:

#### Palmetto Elementary School

- Update all school signs to the latest MUTCD standard fluorescent-green faceplates.
- Install electronic speed feedback signs along SW 124 Street within 500-feet of the school.
- Install high emphasis crosswalks on SW 124 Street at SW 73 Avenue and at SW 74 Avenue.

#### Pinecrest Elementary School

- Update all school signs to the latest MUTCD standard fluorescent-green faceplates.
- Install electronic speed feedback signs along Red Road and SW 104 Street within 500-feet of the school.
- Install sidewalks and crosswalks in the missing sections of Red Road between SW 96 Street and SW 97 Street and north of SW 100 Street.
- Install pedestrian activated solar powered flashers and stop for pedestrian signs at:
  1. The existing mid-block crosswalk on Red Road north of SW 112 Street.
  2. The existing mid-block crosswalk on SW 104 Street at SW 60 Street.
  3. The existing crosswalk on SW 102 Street west of Red Road.
- Install a pedestrian countdown signal at the existing mid-block crosswalk signal on Red Road south of SW 104 Street.

**SECTION E**  
**PROJECT APPROACH AND PROCESS**

# ***Request for Qualifications Project Approach & Process Form***

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**RFQ Title:** Design Services for the Safe Routes to School Project

**RFQ Number:** 2015-11R

**Name of Proposer:** David Plummer & Associates, Inc.

**In the space provided below respond to the requirements for the Project Approach & Process**, explaining how your firm will approach and the process for developing and designing the project. Check RFQ for page limitations.

There are many technical and managerial issues that our team has used in the past to perform a successful project. DPA's top priority will be the early identification and resolution of issues in this project and to coordinate with Town of Miami Lakes Project Manager, and appropriate FDOT LAP coordinator to ensure concurrence with design decisions as per the approved Safe Routes to School Applications.

Upon receipt of the Notice to Proceed, DPA will attend a Kick-off meeting with the Town of Miami Lakes Project Manager. DPA's Project Manager and Project Engineer will also be in attendance to discuss any issues regarding the scope of the work, anticipated schedule, permitting phase, etc. The DPA Team will submit a Project Schedule in which any tasks, activities, and/or milestones discussed at the Kick-off meeting are incorporated into the schedule.

DPA will conduct a thorough multi-discipline field review to identify or verify issues and work towards their early resolution. Our approach to this project will be to define all the requirements and start any activities as early as possible, such as requesting the design survey. This includes the field review of proposed sidewalk paths and intersections for utilities, and elevations for driveway connections. At Miami Lakes Elementary School and Miami Lakes Middle School where proposed sidewalks are planned the grade difference will be field checked before the survey is performed to ensure the limits of the survey capture the design requirements.

Utility Sets will be distributed to all identified utility companies immediately following the completion of the 30% plans so that they can provide red-line locations of their facilities or provide us with as-built records. These will be used by DPA to identify possible conflicts with any proposed sign posts or other improvements.

During the preparation of plans for this project, DPA intends to meet with Mr. David Hays and Mr. Jeff Cohen, and of Miami Dade County Public Works and Waste Management Department for the latest approved solar power signal and countdown signal details to minimize the permit review period with PWWM.

DPA's experience with FDOT and MDCPW in construction inspection allows us to note additional details for locations and orientation of curb ramps by including stationing and special



details to ensure curb ramps are located properly and aligned parallel to the crosswalks, as well as avoidance of pull boxes within curb ramps by placing them or relocating them outside of the limits of curb ramps, etc.

DPA's approach is to make field visits often throughout the design, particularly prior to the 90%, and 100% submittals. Whether to verify the location or legend of an existing traffic sign, or check for utility conflicts with a proposed curb ramp or sidewalk, these field visits can bring quick resolution to outstanding issues.

Sign inventories will include an evaluation of existing sign locations so that the new school sign placement is not visually blocked or create sign clutter which does not allow the driver to read the regulatory signs.

The DPA Team's approach to the development of landscaping plans is for the possibility of tree relocation for the new sidewalks. Where the proposed sidewalks can be routed around the existing trees, they will be designed that way as long as the minimum separation between the sidewalk and roadway is met.

### ***WHAT DPA HAS DONE FOR VILLAGE OF PINECREST SAFE ROUTES TO SCHOOL PROJECT***

#### Palmetto Elementary School Improvements To Be Done

- Update all school signs to the latest MUTCD standard fluorescent-green faceplates.
- Install electronic speed feedback signs along SW 124 Street within 500-feet of the school.
- Install high emphasis crosswalks on SW 124 Street at SW 73 Avenue and at SW 74 Avenue.

The photograph below shows a segment of SW 124 Street in front of Palmetto Elementary School, where a high emphasis crosswalk needs to be installed. In addition, detectable warning surfaces will also need to be installed at each end of the crosswalk to meet ADA standards. Electronic speed feedback signs will need to be installed at the beginning of the school zone in both directions of traffic. They are an effective measure in slowing cars down.



# ***Request for Qualifications Technical Capabilities***

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**RFQ Title: DESIGN SERVICES FOR THE SAFE ROUTES TO SCHOOL PROJECT**

**RFQ Number: 2015-11R**

**Name of Proposer: DAVID PLUMMER & ASSOCIATES , INC.**

**In the space provided below respond to the requirements for Technical Capabilities as required by the RFQ. Check RFQ for page limitations.**

## **7. TECHNICAL APPROACH**

**Computer Aided Design and Draft Capabilities** –DPA can provide a full range of state-of-the-art computer-aided design and drafting (CADD) Services. DPA employs Autodesk’s AutoCAD 2015 and TrueView 2015; Microsoft Excel, Word, Micro Station V8i, GeoPak Select Series 3, Transoft Autoturn, Transoft Guide Sign, Drainage software Cascade 1.0; Trip Generation , Synchro 9, and SimTraffic 9 by Trafficware; and HCS 2010 by McTrans. DPA also has over 15 different professionals that use these programs daily as well as get up to date training and certification on the latest updates for each of these software packages.

**Quality Control** - DPA strives in the delivery of a quality product. Our plans, reports, and design documents undergo a thorough review process before they leave the office. We do not believe that it is the responsibility of the review agencies’ staff to find or identify mistakes or typographical errors as part of their review process. It is our goal to minimize the review agencies’ time and effort needed for review and approval.

Our QA program is based on the principle of independent peer review. All of our deliverable products, such as the typical section package, pavement design package, design plans, reports, design variation/exception letters, computation books, etc., are completely reviewed by a professional who does not have production responsibilities. For this project, Mr. Juan Espinosa, PE, will conduct these reviews. In this way, we can be sure that the deliverable products submitted to Miami Lakes will be complete, accurate, and consistent with FDOT’s LAP policies, procedures, and standards. If requested, DPA will submit a Quality Control Document for each phase review confirming that a quality control review has been performed. If needed DPA will also submit a Phase Review Document confirming that all review comments have been responded or satisfactorily resolved.

**SECTION F**  
**AFFIDAVITS & ADDENDUM**



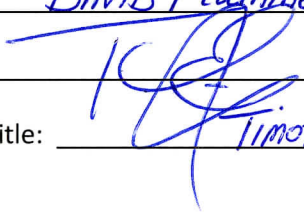
**ADDENDUM ACKNOWLEDGEMENT FORM**

**Solicitation No.:** 2015-11R

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

- Addendum No. 1, Dated 6/25/2015
- Addendum No. 2, Dated 7/7/2015
- Addendum No. 3, Dated 9/14/2015
- Addendum No. 4, Dated 9/15/2015
- Addendum No. 5, Dated 9/15/2015
- Addendum No. 6, Dated 9/16/2015
- Addendum No. Number, Dated Enter Date.
- Addendum No. Number, Dated Enter Date.
- Addendum No. Number, Dated Enter Date.

No Addendum issued for this ITB

Firm's Name: DAVID PLUMMER and ASSOCIATES  
Signature:   
Printed Name/Title: TIMOTHY G. PLUMMER, PRESIDENT

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

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

1. This sworn statement is submitted to the Town of Miami Lakes

by Timothy J. Plummer, PE President  
[print individual's name and title]

for David Plummer & Associates, Inc.  
[print name of entity submitting sworn statement]

whose business address is

1750 Ponce de Leon Blvd. Coral Gables Florida 33134

[Click here to enter text.](#)

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-18110619

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

signing this sworn statement:  N/A  )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), 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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that 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 officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This 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 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]**

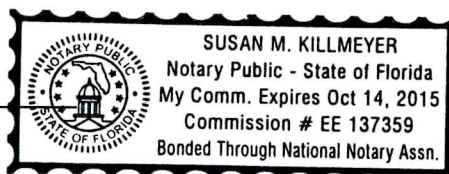
**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE 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.**

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this day of, 9/21/15

My Commission Expires:

Susan M. Killmeyer  
Notary Public State of Florida at Large





**CONFLICT OF INTEREST AFFIDAVIT**

State of }  
} SS:  
County of }

\_\_being first duly sworn, deposes and says that he/she is the Enter Title.(Owner, Partner, Officer, Representative or Agent) of David Plummer & Associates, Inc., the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town 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 Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer 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: \_\_\_\_\_

Witness

Witness

Timothy J. Plummer  
(Printed Name)

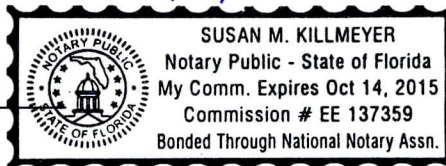
PRESIDENT  
(Title)

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this day of, 9/21/15

My Commission Expires:

Susan M. Killmeyer  
Notary Public State of Florida at Large



**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
  }     SS:  
COUNTY OF MIAMI-DADE    }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, 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.

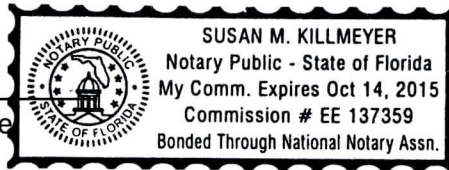
By: \_\_\_\_\_  
Title: PRESIDENT

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this day of, 9/21/15

My Commission Expires:

Susan M. Killmeyer  
Notary Public State of Florida at Large



**NON-COLLUSIVE AFFIDAVIT**

State of }  
} SS:  
County of }

being first duly sworn, deposes and says that:

- a) He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of David Plummer & Associates, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) 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 Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal 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;
- e) Price or prices quoted in the attached Proposal 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: [Signature]

Witness

TIMOTHY G. PLUMMER

Witness

(Printed Name)

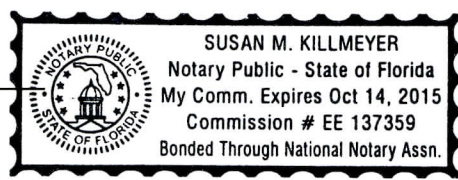
PRESIDENT  
(Title)

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this day of, 9/21/15

My Commission Expires:

[Signature]  
Notary Public State of Florida at Large





## DAVID PLUMMER & ASSOCIATES, INC. DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that 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 response 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 responses will be followed if none of the tied providers has 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal 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 proposal, 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 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

David Plummer & Associates, Inc

Company Name:

September 21, 2015

Date

  
\_\_\_\_\_  
Authorized Signature:

Timothy J. Plummer, PE President

Printed Name and Title

# E-Verify

Employment Eligibility Verification



Welcome Wendy Carr-Durbi... User ID WCAR8248 Last Login 01:09 PM - 11/01/2010 Log Out

- Home
- My Cases
  - New Case
  - View Cases
- My Profile
  - Edit Profile
  - Change Password
  - Change Security Questions
- My Company
  - Edit Company Profile
  - Add New User
  - View Existing Users
  - Close Company Account
- My Reports
  - View Reports
- My Resources
  - View Essential Resources
  - Take Tutorial
  - View User Manual
  - Contact Us

## Company Information

**Company Name:** David Plummer and Associates, Inc.

[View / Edit](#)

**Company ID Number:** 368872

**Doing Business As (DBA) Name:**

**DUNS Number:** 092830801

### Physical Location:

**Address 1:** 1750 Ponce de Leon Blvd.

**Address 2:**

**City:** Coral Gables

**State:** FL

**Zip Code:** 33134

**County:** MIAMI-DADE

### Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

### Additional Information:

**Employer Identification Number:** 591810619

**Total Number of Employees:** 20 to 99

**Parent Organization:**

**Administrator:**

### Organization Designation:

**Employer Category:** None of these categories apply

**NAICS Code:** 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

**Total Hiring Sites:** 1

[View / Edit](#)

**Total Points of Contact:** 3

[View / Edit](#)

[View MOU](#)



LANDSCAPE ARCHITECTURE / LAND PLANNING  
17670 NW 78th AVE, Suite 214 MIAMI FLORIDA 33015  
PHONE 305-392-1016 FAX 305-392-1018 CORPORATE # LC0000266  
[www.ROSENBERGGARDNER.com](http://www.ROSENBERGGARDNER.com)

September 21, 2015

To whom it may concern:

We have performed the U.S. Department of Homeland Security's E-verify check. All of our employees are eligible to work in the U.S.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ken Gardner', is written over the word 'Sincerely,'.

Ken Gardner  
President, Rosenberg Gardner Design  
[ken@rosenberggardner.com](mailto:ken@rosenberggardner.com)  
305-392-1016





Employment Eligibility Verification

Click any ? for help

Welcome  
Ken Gardner

User ID  
KGAR1137

Last Login  
09/19 AM - 09/21/2015

Log Out



- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

**Search Results** [View All Open Cases >](#) [Search Again >](#)

Page 1 of 1 Results Per Page

Go To Page


Status	Last Name	First Name	Case Number	SSN	Hire Date
Employment Authorized	Waldman	Brett	2015264095140EE	*** ** 7825	01/23/2015
Employment Authorized	Semler	Taylor	2013295095604YN	*** ** 2554	08/04/2008
Employment Authorized	Gardner	Erica	2013294084345PK	*** ** 3736	08/01/2011
Employment Authorized	Gardner	Kenneth	2013294083410ZN	*** ** 1866	06/01/1993

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL  
AID CONTRACTS**

(Compliance with 49CFR, Section 29.510)  
(Appendix B Certification]

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

Name of Consultant: David Plummer & Associates, Inc.

By   
Authorized Signature

Date: 9/21/2015

Title: President

Instructions for Certification

1. By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction', 'participant', 'person', 'primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

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

375-030-33  
PROCUREMENT  
10/01

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

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

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

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

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

Name of Consultant: David Plummer & Associates, Inc.

By: Timothy J. Plummer, PE  Date: 9/21/2015

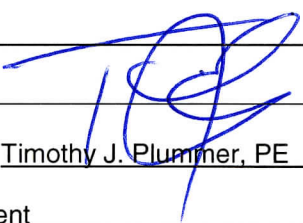
Authorized Signature: \_\_\_\_\_

Title: President



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 04/14

<b>1. Type of Federal Action:</b> a. contract <u>b. grant</u> c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <u>a. bid/offer/application</u> b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>David Plummer &amp; Associates, Inc.</u> <u>1750 Ponce de Leon Boulevard</u> <u>Coral Gables, FL 33134</u>  Congressional District, if known: <u>4c</u>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> <u>N/A</u>  Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> <u>2015-11R</u> <u>VF 651083493002</u>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): <u>N/A</u> _____ _____	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): <u>N/A</u> _____ _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Timothy J. Plummer, PE</u> Title: <u>President</u> Telephone No.: <u>305-447-0900</u> Date (mm/dd/yyyy): <u>09/21/2015</u>	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

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

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

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

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









**Florida Department of Transportation**

**RICK SCOTT  
GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**JIM BOXOLD  
SECRETARY**

June 20, 2015

Timothy Plummer, President  
DAVID PLUMMER & ASSOCIATES, INC.  
1750 Ponce de Leon Boulevard  
Coral Gables, Florida 33134

Dear Mr. Plummer:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

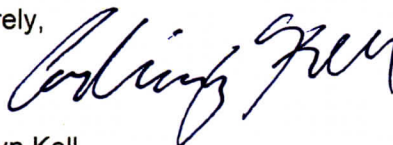
- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  - 3.3 - Controlled Access Highway Design
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
- Group 13 - Planning
  - 13.4 - Systems Planning
  - 13.5 - Subarea/Corridor Planning
  - 13.6 - Land Planning/Engineering
  - 13.7 - Transportation Statistics

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2016 for contracting purposes.

	Home/Branch <u>Office</u>	Facilities Capital Cost <u>of Money</u>	Overtime <u>Premium</u> Reimbursed	<u>Direct Expense</u> 2.15% (Home)
Indirect Cost	149.69%	0.308%		

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,

A handwritten signature in black ink, appearing to read "Carliayn Kell". The signature is written in a cursive, flowing style.

Carliayn Kell  
Professional Services  
Qualification Administrator



**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JIM BOXOLD  
SECRETARY

July 21, 2015

Ken Gardner, President  
ROSENBERG DESIGN GROUP, INC.  
d/b/a ROSENBERG GARDNER DESIGN  
17670 NW 78<sup>th</sup> Avenue, Suite 214  
Hialeah, Florida 33015

Dear Mr. Gardner:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 15 - Landscape Architect

Your firm is now technically qualified to do work for the Department for minor projects only, enabling your firm to compete for Professional Services projects with fees estimated at below \$500,000.00. This status shall be valid until July 21, 2016 for contracting purposes.

On the basis of self-certification materials submitted, the rates listed below represent the costs the Department has accepted.

	<u>Home/Branch Office</u>	<u>Overtime Premium</u>	<u>Direct Expense</u>
Indirect Cost	170.86%	Reimbursed	5.31% (Home)

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell  
Professional Services  
Qualification Administrator

CBHK/kw





**SECTION G**  
**E-VERIFY DOCUMENTS**

# E-Verify

Employment Eligibility Verification



Welcome Wendy Carr-Durbi... User ID WCAR8248 Last Login 01:09 PM - 11/01/2010 Log Out

- Home
- My Cases
  - New Case
  - View Cases
- My Profile
  - Edit Profile
  - Change Password
  - Change Security Questions
- My Company
  - Edit Company Profile
  - Add New User
  - View Existing Users
  - Close Company Account
- My Reports
  - View Reports
- My Resources
  - View Essential Resources
  - Take Tutorial
  - View User Manual
  - Contact Us

## Company Information

**Company Name:** David Plummer and Associates, Inc.

[View / Edit](#)

**Company ID Number:** 368872

**Doing Business As (DBA) Name:**

**DUNS Number:** 092830801

### Physical Location:

**Address 1:** 1750 Ponce de Leon Blvd.

**Address 2:**

**City:** Coral Gables

**State:** FL

**Zip Code:** 33134

**County:** MIAMI-DADE

### Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

### Additional Information:

**Employer Identification Number:** 591810619

**Total Number of Employees:** 20 to 99

**Parent Organization:**

**Administrator:**

### Organization Designation:

**Employer Category:** None of these categories apply

**NAICS Code:** 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

**Total Hiring Sites:** 1

[View / Edit](#)

**Total Points of Contact:** 3

[View / Edit](#)

[View MOU](#)





LANDSCAPE ARCHITECTURE / LAND PLANNING  
17670 NW 78th AVE, Suite 214 MIAMI FLORIDA 33015  
PHONE 305-392-1016 FAX 305-392-1018 CORPORATE # LC0000266  
[www.ROSENBERGGARDNER.com](http://www.ROSENBERGGARDNER.com)

September 21, 2015

To whom it may concern:

We have performed the U.S. Department of Homeland Security's E-verify check. All of our employees are eligible to work in the U.S.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ken Gardner", is written over the word "Sincerely,".

Ken Gardner  
President, Rosenberg Gardner Design  
[ken@rosenberggardner.com](mailto:ken@rosenberggardner.com)  
305-392-1016



Employment Eligibility Verification

Click any ? for help

Welcome  
Ken Gardner

User ID  
KGAR1137

Last Login  
09/19 AM - 09/21/2015

Log Out



- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
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- View Reports
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- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

**Search Results** [View All Open Cases >](#) [Search Again >](#)

Page 1 of 1 Results Per Page

Go To Page

Status	Last Name	First Name	Case Number	SSN	Hire Date
Employment Authorized	Waldman	Brett	2015264095140EE	*** ** 7825	01/23/2015
Employment Authorized	Semler	Taylor	2013295095604YN	*** ** 2554	08/04/2008
Employment Authorized	Gardner	Erica	2013294084345PK	*** ** 3736	08/01/2011
Employment Authorized	Gardner	Kenneth	2013294083410ZN	*** ** 1866	06/01/1993

**SECTION H  
AGREEMENT COMMENTS**



# DAVID PLUMMER & ASSOCIATES

TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL

1750 PONCE DE LEON BOULEVARD, CORAL GABLES, FLORIDA 33134  
305 447-0900 • FAX: 305 444-4986 • DPA@DPLUMMER.COM

September 21, 2015

Mr. Gary Fabrikant  
Procurement Manager –Miami Lakes  
6601 Main Street  
Miami Lakes, FL 33014

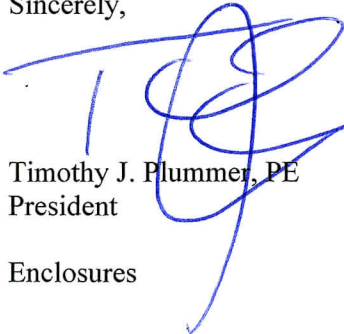
Re: **RFQ For Design Services for Safe Routes to School Project RFQ No. 2015-11R**  
**dpa #15177**

Dear Mr. Gary Fabrikant:

David Plummer and Associates (DPA), in association with Rosenberg Gardner Design has reviewed the draft agreement provided in the RFQ and has no comments on its content.

David Plummer and Associates appreciates being invited to submit a proposal. We are looking forward to the selection process and to provide the needed services to the Town of Miami Lakes.

Sincerely,



Timothy J. Plummer, PE  
President

Enclosures





DAVID PLUMMER & ASSOCIATES  
1750 PONCE DE LEON BOULEVARD  
CORAL GABLES, FL 33134  
**T 305 447 0900**

ROSENBERG GARDNER DESIGN  
17670 NW 78TH AVENUE, SUITE 214  
MIAMI, FL 33015  
**T 305 392 1016**