

RESOLUTION NO. 15- 1279

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPROVE GEOTECHNICAL SERVICES CONTRACTS WITH TERRACON CONSULTANTS, INC. AND GEOSOL, INC. AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; AUTHORIZING TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 13, 2014, the Town of Miami Lakes (“the Town”) issued Request For Qualifications (“RFQ”) No. 2015-09 for Geotechnical Services For Canal Bank Stabilization and For Miscellaneous Geotechnical Services; and

WHEREAS, the Town Manager has determined that Terracon Consultants, Inc. (“Terracon”) and Geosol, Inc. (“Geosol”) are the two firms most qualified to provide geotechnical services; and

WHEREAS, the Town Manager recommends award of Contract 2015-09 to Terracon and Geosol; and

WHEREAS, Terracon will be responsible for providing geotechnical services for the Canal Bank Stabilization project as well as provide any additional miscellaneous geotechnical services required by the Town on an as needed basis; and

WHEREAS, Geosol were selected to provide miscellaneous geotechnical services; and

WHEREAS, if the Town cannot reach an agreement with the top-ranked firms, Terracon or Geosol, the Town may enter into contracts with any of the other ranked firms for RFQ No. 2015-09; and

WHEREAS, the Town Council approves of the Town Manager’s recommendations and authorizes the Town Manager to enter into contracts with Terracon and Geosol, for award of Contract 2015-09, for Geotechnical Services For Canal Bank Stabilization and For Miscellaneous Geotechnical Services, and to enter into contracts with any of the other ranked firms for RFQ No. 2015-09 if the Town cannot reach an agreement with the top-ranked firms, Terracon and Geosol.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of the Contract. The Council approves the award of award of RFQ 2015-09 to Terracon Consultants, Inc. and Geosol, Inc. for Geotechnical Services For Canal Bank Stabilization and For Miscellaneous Geotechnical Services, and authorizes the Town Manager to award contracts to any of the other ranked firms for RFQ No. 2015-09 if the Town cannot reach an agreement with the top-ranked firms, Terracon Consultants, Inc. and Geosol, Inc., as stated in the recitals above, in substantially the form attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of Contract 2015-09 with Terracon Consultants, Inc. and Geosol, Inc. for Geotechnical Services For Canal Bank Stabilization and For Miscellaneous Geotechnical Services, and any of the other ranked firms for RFQ No. 2015-09 if the Town cannot reach an agreement with the top-ranked firms, Terracon Consultants, Inc. and Geosol, Inc.

Section 4. Execution of the Contract. The Town Manager is authorized to execute Contract 2015-09 with Terracon Consultants, Inc. and Geosol, Inc. for Geotechnical Services For Canal Bank Stabilization and For Miscellaneous Geotechnical Services, and any of the other ranked firms for RFQ No. 2015-09 if the Town cannot reach an agreement with the top-ranked firms, Terracon Consultants, Inc. and Geosol, Inc. on behalf of the Town, and to execute any required agreements and/or documents to implement the terms and conditions of the contracts, subject to approval as to form and legality by the Town Attorney.

Section 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of Contract 2015-09.

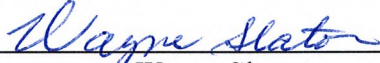
Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

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Passed and adopted this 3rd day of February, 2015.

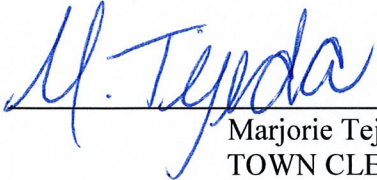
The foregoing resolution was offered by Cesar Mestre who moved its adoption. The motion was seconded by Tim Daubert and upon being put to a vote, the vote was as follows:

Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Manny Cid	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Tony Lama	<u>yes</u>
Councilmember Cesar Mestre	<u>yes</u>
Councilmember Frank Mingo	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>



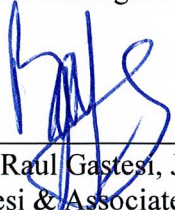
Wayne Slaton
MAYOR

Attest:



Marjorie Tejeda
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT “A”

**Town of Miami Lakes
Evaluation Committee Final Ranking Form**



Project Title: Geotechnical Services

RFI/RFQ No. 2015-09

Committee Member	Geosol	Radise	Terracon	Cardno	NV5				
Brandon Schaad	82	80	86	60	70				
Elia Nunez	95	92	94	86	89				
Osdell Larrea	100	99	100	67	93				
Score Subtotal	277	271	280	213	252				
Local Preference	0	0	0	0	0				
Total Score	277	271	280	213	252				
Ranking	2	3	1	5	4				

Name of Preparer: Gary Fabrikant

Signature: 

Date: 1/26/15

rev. 5/21/14

REQUEST FOR QUALIFICATIONS

**GEOTECHNICAL SERVICES FOR CANAL BANK
STABILIZATION AND FOR MISCELLANEOUS
GEOTECHNICAL SERVICES**

RFQ No. 2015-09



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: NOVEMBER 13, 2014
CLOSING DATE: DECEMBER 5, 2014

**GEOTECHNICAL SERVICES & MAPPING FOR CANAL BANK
STABILIZATION PROJECT AND FOR MISCELLANEOUS
GEOTECHNICAL SERVICES**

RFQ 2015-09

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SECTION 1
TOWN OF MIAMI LAKES
GEOTECHNICAL SERVICES FOR CANAL BANK STABILIZATION PROJECT
AND FOR MISCELLANEOUS GEOTECHNICAL SERVICES
RFQ NO. 2015-09
NOTICE TO PROPOSERS

The Town of Miami Lakes (the "Town") is accepting sealed Responses for the Geotechnical Services for the Town's **Canal Bank Stabilization Project and for Miscellaneous Geotechnical Services on an as needed basis**. The scope of services includes providing project specific geotechnical services for the Canal Bank Stabilization Project and for miscellaneous geotechnical Services required by the Town on an as needed basis for current and future projects. The Geotechnical firm and its Subconsultants must be capable of performing all elements of the Scope of Services contained in Section 3 of the Request For Qualifications ("RFQ").

Sealed Responses must be received by the Town of Miami Lakes, Town Clerk at 6100 Main Street, Miami Lakes, Florida 33014 by 2:00 P.M. on December 5, 2014.

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. Most documents will be in .pdf format, with some being fillable .pdf documents.

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

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

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 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 geotechnical 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.

The Town reserves the right to accept any Responses deemed to be in the best interest of the Town, to waive any minor irregularities, and/or omissions or technicalities in any Response, or to reject any or all Responses and to re-advertise for new Responses.

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 five (5) copies 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 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. 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.

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 http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=289&Itemid=278.

2.7 Award of an Agreement

The Town anticipates awarding an Agreement for the Canal Bank Stabilization Project, and one or more Agreement(s) for future work based upon the qualification requirements reflected in the RFQ. 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.

2.8 Execution of Agreement

By submitting a Response, the Proposer agrees to be bound to and execute the Agreement 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 may 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.

- Current audited financial statement(s) for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead and a statement of profit or operating margin requested.
- 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.
- Calculations used to support the proposed multiplier to be used in 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 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 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.

2.16 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 geotechnical firm(s) to provide professional geotechnical services for the Canal Bank Stabilization Project, and miscellaneous projects, on an as needed basis. 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

The Consultant will provide comprehensive geotechnical services in accordance with Section 287.055 Florida Statutes, as amended, Consultants' Competitive Negotiations Act (CCNA).

This specific area for this Project is approximately 10,000 linear feet of the Golden Glades and Peter's Pike canals along the north boundary of the Town (NW 170th Street) from NW 92nd Avenue to just south of NW 170th Street on NW 77th Court. The canal modifications and stabilization is proposed to occur on both sides of the canal banks. The canal bank erosion is widespread, occurring on Miami-Dade County property, adjacent to private properties, and nearby roadways. The erosion compromises the structural integrity of all of these facilities and can pose a danger to the public if slope failure or subsidence occurs. The Town has identified this Project as a critical endeavor to maintain a safe and effective canal system, reduce the amount of debris and vegetation entering the canals, and improve the flow of stormwater through the SFWMD C-8 primary canal system and Town lakes that interconnect with the canal system.

Further details concerning the Scope of Services may be contained in the Agreement included as part of this RFQ.

3.3 Canal Bank Stabilization Scope of Work

Consultant will perform geotechnical testing within the Project limits identified above.

1. Subsurface Investigation and Engineering Inspection

At a minimum the work must include:

- Sunshine One Call must be contact prior to any drilling to mark-out locations of underground utilities.
- All boring locations are to be reviewed with the Project Manager prior to drilling.
- The subsurface investigation should include drilling land borings at accessible locations along both banks within the Project limits. The drilling must be performed in accordance with ASTM D1560.
- Boring should be drilled using a mud-rotary drilling technique.
- Standard Penetration Tests ("SPT") should be done continuously in the upper 10 feet of the boring and at 5-foot intervals below that depth. Additional SPT sampling may be necessary to verify subsurface conditions.
- Spoon sampling should of the subsurface materials to allow visual clarification to determine if laboratory testing is required.

2. Design Services

- Based on the profile provided by the Survey, which will be provided by the Town, and the engineering parameters developed from the boring information, Consultant will perform slope stability analysis for representative bank profiles to evaluate existing canal cross-section to determine if the existing bank slopes meet the minimum required factor of safety recommended by regulatory agencies.
- Consultant will evaluate bank slope stabilization alternative and develop intermediate canal section alternatives for the Town to assess for cost effectiveness and constructability.
- Consultant will identify priorities from most to least critical so that the Town can prioritize the remediation work to be performed by a contractor.
- Consultant will provide a geotechnical study report summarizing the results of the subsurface conditions, the slope stability analysis, the evaluation of bank stabilization alternatives, and recommendations, including prioritization, for bank stabilization.

3.4 Miscellaneous Projects Scope of Work

Attachment A, the Agreement details the deliverables that will be required of the Consultant. The Town will request Work Order Proposals from the Consultant and issue Work Orders for individual projects. A Scope of Work will be provided to the Consultant to develop a work order proposal.

Consultant may be required to perform all or some of the services presented in this RFQ, depending on the needs of the Town. The Services will be provided on an on-going as needed basis.

- The Consultant must review the proposed Project information and requested Scope of Work indicated as a minimum level of services desired relative to the anticipated subsurface conditions present. If localized subsurface conditions are expected to vary significantly, Consultant shall advise Owner of additional recommended services prior to commencing work.
- In general Geotechnical Services include, but are not limited to:
- Consultant must perform the standard penetration test (SPT) in accordance with ASTM Designation D 1586.
- In soil that is predominantly cohesive (silty clays, sandy clays, and material with adhesive binder), Consultant must use the thin-walled tube method for sampling in accordance with ASTM Designation D 1587.
- Rock coring must be performed in accordance with ASTM Designation D 2113.
- Double-ring infiltration test must be conducted in accordance with ASTM Designation D 5093.
- Laboratory tests will be assigned and performed by the Consultant to classify soils and obtain geotechnical physical characteristics such as strength, compressibility, swell potential, compaction characteristics, and chemical characteristics such as corrosiveness. Perform laboratory testing consistent in quantity and quality with local geotechnical engineering practice to provide the required design parameters and recommendations.

The quantity of tests to be performed will be dependent upon the type of soil and/or rock encountered during drilling and sampling with additional consideration of the foundation types that may be required to support the proposed structures.

- The Consultant must prepare a geotechnical engineering report containing a discussion of the proposed construction, previous construction activity and existing fill (If present), final boring logs, boring location plan, a description of the drilling and sampling program, a description of the geology and subsurface conditions encountered, groundwater conditions, laboratory test results, and foundation and earthwork/site work preparation recommendations and design parameters. If necessary the report will also address slope stability and excavations, excavation requirements, dewatering, pavement and roadway requirements per Miami-Dade County or FDOT specifications, and any other items deemed necessary.
- Borings must be backfilled to the original ground surface in accordance with all applicable local, state, and federal guidelines.

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"). 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.

Six (6) references from Owners of the project(s) of a similar, size, scope, and complexity. Three (3) of these references must have been for geotechnical testing for projects for marine based projects 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.

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.

4.6. Local Preference

This RFQ is subject to the Local Business Preference as specified in Ordinance 12-142 of the Town Code.

4.7 Resolution of Protests

A protest related to this RFQ must be submitted in accordance with Ordinance 12-142 of the Town Code

4.8 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.

4.9 Public Entity Crimes

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

4.10. 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.

4.11. 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 the will be deemed non-responsive.

4.12. 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.

4.13. 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.

4.14. 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.

4.15. 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.

4.16. Conflict Of Interest

Proposers, by responding to this RFQ, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFQ. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the Town. Further, Proposers 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 firm

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

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. Conflict Of Interest, And Unethical Business Practice Prohibitions

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.

4.20. Contingent Fees

Proposer represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of a contract.

4.21 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.

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 (maximum 1 page)

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

- d. 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. 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.
- b. 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)
- c. Provide a listing of where Key Personnel have worked together previously on 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)

5. Qualifications of Project Manager/Project Engineer

- a. Firm must complete and submit Form(s) RFQ-PM for the Project Manager/Project Engineer on similar projects on a minimum of three (3) previous occasions. **One of these must be for a project similar in size, scope and complexity to the Canal Bank Stabilization Project.** (Submit no more than 5 project forms)
- b. Proposer must submit Form RFQ-PM-R for each Form RFQ-PM submitted.
- c. One page resume reflecting the Project Manager/Project Engineer's 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/Sr. Surveyor & Mapper Proposer must provide the information required of this Section for the Principal.

6. Approach to Providing Geotechnical Services (maximum 2 pages)

Provide in concise narrative form, your understanding of the Town's needs, goals and objectives as they relate to providing geotechnical services in general and the Project in specific, and your overall approach to accomplishing geotechnical services in general and the Project in specific. Provide details and information on the laboratory company and the services they will provide. Elaborate on your firms familiarly with the Miami Lakes area. Discuss the availability of staff members as well as your firm's current workload and how this Project will fit into your workload. Discuss your office location and response time to geotechnical services in general and the Project in specific, related inquiries and questions as it relates to your location or communication capabilities. Discuss your work hours include information regarding working weekends, holidays, your firm's standard work day.

Describe available facilities, technological capabilities and other available resources you offer for the Project.

7. Geotechnical Experience for Proposing Firm - Past Five (5) Years

- a. Proposer must complete and submit Form RFQ-PE for this section of its Response. For each Form RFQ-PP submitted Form RFQ-PE-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. A minimum of six (6) completed projects are to be submitted. **Three of these must be for a project similar in size, scope and complexity to the Canal Bank Stabilization Project.** (Submit no more than 6 project forms)
- b. Summary of Proposer's Geotechnical Experience (Maximum 1 page)

Detail the number of years Proposer has been providing surveying & mapping services, the number of staff per position classification dedicated to geotechnical services, a list of the public entities Proposer has provided geotechnical services in the past five (5) years that exceed \$1,000,000, and number of projects currently ongoing for public entities that exceed \$1,000,000 and the number of project in the past five (5) years that have been completed or are ongoing that are similar in size, scope and complexity to the Canal Bank Stabilization Project. Identify is the project is complete or ongoing. **Failure to meet the five (5) year minimum requirement will in and of itself result in the Proposal being rejected as non-responsive.**

8. 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 result in the Response being determined non-responsive.

Section A

1. RFQ-PL – Proposal Letter
2. RFQ – N – Narrative
3. RFQ-QP – Qualifications of Proposer
4. RFQ-QT – Qualifications of Team
5. Table of Organization Chart
6. Resumes of Key Personnel (excluding Project Manager/ Project Engineer)

Section B

1. RFQ-PM – Qualification of Project Manager/Project Engineer

2. RFQ-PM-R – Project Manager/Project Engineer
3. Resumes Project Manager/Sr. Surveyor Mapper

Section C

1. RFQ-T – Technical Approach

Section D

1. RFQ-PE - Proposer’s Project Experience
2. RFQ-PE-R – Proposer’s Project Experience Reference Form
3. Summary of Experience

Section E

1. Company Profile & Declaration Form
2. Acknowledgement of Addenda or copies of signed Addenda
3. Certificate of Authority
4. Agreement Comments

Section F

1. Proposer’s Licenses & Certificates
2. Business Tax Receipt
3. State of Florida Corporate Certificate or other proof of Proposer’s approval to conduct business in the State of Florida
4. Affidavits (Forms PEC, COI, AK, & NCA)

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.
11. 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.
12. The Town Council, if Town Council approval is required, will make the final award.
13. The Town Manager will attempt to negotiate an Agreement with the selected Proposer(s).
14. 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 35 points |
| ➤ Project Manager's/Project Engineer Qualifications and Experience | Maximum 15 points |
| ➤ Approach to Providing Geotechnical Services | Maximum 15 points |

SECTION 7 – COMPANY PROFILE & DECLARATION

Title of Solicitation: _____

Solicitation Number: _____

Submitted By: _____

(Proposer's Legal Name)

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

(Name and Title of Officer Signing the Proposal for the Proposer)

(Signature of Officer)

(Contact Name, if different from Officer)

(Street Address)

(City/State/Zip Code)

(Email Address)

(Phone Number)

FEIN or Social Security Number

Dun & Bradstreet No. (if available)

Declaration

I, _____, hereby declare that I am the
(Print Name)

_____ of _____
(Title) (Name of Company)

the ("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 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 _____ County, State of _____ on 20 ____.

(signature)

Subscribed and sworn to before me this _____ day of _____, 20 ____.

(signature)

(Notary Seal/Stamp)

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____ a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as an officer or employee of the Corporation, be and is hereby authorized to execute the Response dated, _____, 20____, to the Town of Miami Lakes and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed (if applicable), will be the official act and deed of this Corporation."

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

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

Secretary: _____

(SEAL)

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

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of
_____ organized and existing under the laws of the
State of _____, held on _____, 20 _____, the following
resolution was duly passed and adopted:

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

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

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

Secretary: _____

(SEAL)

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

**CERTIFICATE OF AUTHORITY
(IF AN INDIVIDUAL)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that as an individual, I _____, or as a doing business as ("DBA") _____ (if applicable) exist under the laws of the State of Florida and is authorized to conduct business in the State of Florida.

"RESOLVED, that, as an individual or DBA, be and is hereby authorized to execute the Response dated, _____, 20____, to the Town of Miami Lakes as an individual or DBA and that my execution thereof, attested by a Notary Public of the State, will be the official act and deed of this attestation."

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

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

NOTARY PUBLIC: _____
Commission No.: _____

I personally know the individual/do not know the individual (Please Circle)
Driver's License # _____ or other form of identification _____.

(SEAL)

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

ADDENDUM ACKNOWLEDGEMENT FORM

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFQ:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

_____ No Addendum issued for this RFQ

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

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 _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual)

signing this sworn statement: _____)

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, will be a prima facie case that one person controls another person. A person who knowingly enters into a Team with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will 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.

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR produced identification _____ Notary Public – State of _____

(type of identification) My commission expires _____

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

NON-COLLUSIVE AFFIDAVIT

State of _____ }

County of _____ }

_____ being first duly sworn, deposes and says that:

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer 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 Proposer 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 Proposer, 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 Proposer, or to fix any overhead, profit, or cost elements of the Proposal 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) The price(s) 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:

Witness

By: _____

Witness

(Printed Name)

(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 _____, ____.

My Commission Expires:

Notary Public State of Florida at Large

Form NCA

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE } SS:

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: _____

Sworn and subscribed before this

_____ day of _____, 20_____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of _____ }
 } SS:
 County of _____ }

_____ being first duly sworn, deposes and says that he/she is the
 (Owner, Partner, Officer, Representative or Agent) of _____ the
 Bidder/Proposer that has submitted the attached Bid/Proposal and certifies the following;

Bidder/Proposer certifies by submitting its Bid/Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder/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 Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder/Proposer. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder/Proposer recognizes that with respect to this solicitation, if any Bidder/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 Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder/Proposer further certifies that the price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/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:

 Witness

By: _____

 Witness

 (Printed Name)

 (Title)

Form COI

**GEOTECHNICAL SERVICES FOR CANAL BANK
STABILIZATION PROJECT & MISCELLANEOUS
GEOTECHNICAL SERVICES**

2015-09



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

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This Agreement made this ___ day of _____ in the year 20__ (“Agreement”) by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and (name of Proposer), hereinafter called the "Consultant.”

RECITAL

A. The Town issued a Request for Qualifications (“RFQ”) 2015-09 on (Date) for the provision of geotechnical services (“Services”) for the Canal Bank Stabilization Project (“Project”) and miscellaneous geotechnical services, and received 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 Commission, 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 the Services under this Agreement.

A1.04 Basic Services means those services designated as such in a Work Order.

A1.05 Consultant means the individual, partnership, corporation, association 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

A1.07 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 or results in the need for the construction contractor to perform rework or additional work or which causes a delay to the completion of construction.

- A1.08 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.
- A1.09 Final Acceptance** means the acceptance of the plans, specification or other documents prepared by the Consultant by the Town, which will occur after the Town have reviewed the plans, specification or other documents and confirmed that the plans, specification or other documents incorporates all of the requirements of the Services and any comments previously provided by the Town.
- A1.10 Inspector** means an employee or representative of the Town assigned by the Town to make observations of work performed by a Contractor.
- A1.11 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 or directing that Consultant may begin performing the Services.
- A1.12 Omissions** means details of information are missing from the plans, specification or other documents prepared by the Consultant, which are necessary for the proper and safe completion of the Project.
- 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.
- A1.14 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.
- A1.15 Professional Services Agreement (“Agreement” or “PSA”)** means this Agreement and all attachments and any authorized amendments thereto. In the event of a conflict between the Request for Qualifications (“RFQ”) and the Consultant’s response thereto the RFQ will control. In the event of any conflict between the Consultant’s response to the RFQ and this PSA, this PSA will control. In the event of any conflict between this PSA and its attachments this PSA will control.
- A1.16 Project** means the construction, alteration and/or repair, and all services and incidentals thereto, of a Town facility or property or other task/scope, as contemplated and budgeted by the Town. A Project will be further defined in the Scope of Services of any Work Order issued under the Agreement.
- A1.16 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.
- A1.17 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 Services for work to be completed under the Agreement.

- A1.18 *Town Council*** means the legislative body of the Town of Miami Lakes.
- A1.19 *Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- A1.20 *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.
- A1.21 *Wage Rates*** means the effective direct expense to Consultant on an hourly rate basis, for employees in the specified professions and job categories assigned to provide services under this Agreement that justify and form the basis for professional fees regardless of actual manner of compensation.
- A1.22 *Work Order*** means a document approved and issued by the Town authorizing the performance of specific Professional Services for a Project(s) or task(s) under this Agreement.
- A1.23 *Work Order Proposal*** means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant.

ARTICLE A2 General Conditions

A2.01 Term

The term of this Agreement shall be for three (3) years commencing on the effective date of the Agreement. The Agreement will remain in place until all Services issued in a Work Orders issued under the Agreement have been completed.

The Town, by action of the Town Manager, will have the option to extend the term for two (2) additional period(s) of one (1) year each, subject to continued satisfactory performance as determined by the Town Manager, and to the availability and appropriation of funds. Town Commission authorization of this Agreement includes delegation of authority to the Town Manager to administratively approve said extensions.

A2.02 Scope of Services

A2.02-1 General

Consultant agrees to provide the Services as specifically in the RFQ and the Consultant's Proposal, which may have been revised through negotiations between the Town and the Consultant, which are incorporated into this Agreement by reference.

A2.02-2 Canal Bank Stabilization Project

The Town will issue a Work Order under this Agreement for this Project. The timeframe for the completion of the Work and payment to the Consultant is June 30, 2015. The E-Verify requirements of the Agreement apply to this Project. The scope of work as stated in the RFQ, which is incorporated into and made a part of this Agreement.

A2.02-3 Miscellaneous Projects

Projects will be assigned in accordance with the Agreement with a Work Order being issued by the Town for each project or task on an as needed basis during the term of the Agreement.

A2.03 Compensation

A2.03-1 Compensation Limits

A2.03-1(a) Canal Bank Project
Compensation will be based on Schedule 2.

A2.03(b) Miscellaneous Projects
The amount of compensation payable by the Town to Consultant will generally be a lump sum payment or fixed fee, which will be set forth in each Work Order issued by the Town. Compensation will be based on the hourly or task rates established in the Agreement and calculated in accordance with Sections B of the Agreement

No specific value has been established for this Agreement as the work will be performed on an as needed basis.

A2.03-2 Payments

Payment will be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Consultant's invoice, after receipt of Consultant's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should Town require one to be performed. 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 submit all requests for payment using the Town's standard Consultant Invoice form.

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 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 Town Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to the 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 may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees work under this Agreement.

A3.03 Consultant 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 for Services hereunder as long as said Key Staff is in Consultant's employ. Consultant must 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 or signed Work Order issued by the Town Manager and to complete each assignment, task or phase within the

time stipulated in the Notice to Proceed or Work Order. 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 shall not be cause for any claim by the Consultant for extra compensation.

Article A4 E-Verify Requirements

Consultant and all of its employees performing the Services must meet the requirements of the Department of Homeland Security E-Verify program while performing Services under this Agreement. Should the Consultant or any of its employees lose such status the Consultant must immediately notify the Project Manager in writing. Any employee losing such status must be immediately cease performing any services until their status is corrected or they are replaced by the Consultant. Should the Consultant lose such status it will be in default of the Agreement as stated in Article A5 below.

Article A5 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 the Services. Consultant will be responsible for the professional quality, technical accuracy and coordination of all reports, 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 reports, designs, drawings, specification or other Services. Consultant will also be liable for claims for delay costs, and any increased costs in construction, including but not limited to additional work, demolition of existing work, rework, etc., resulting from any errors, omissions, or deficiencies in its reports, designs, drawings, specification or other Services.

Article A6 Subconsultants

A6.01 General

A6.01-1 A 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 1.

A6.01-2 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(s) or task(s) described under Additional Services. Such Specialty Subconsultant will be in addition to those identified in Schedule 1.

A6.02 Subconsultant Relationships

A6.02-1 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.

A6.02-2 Nothing contained in this Agreement creates any contractual or business relationship between the Town and any Subconsultants. The Consultant acknowledges that Subconsultants are entirely under its direction, control, supervision, retention or discharge.

A6.03 Changes to Subconsultants

The Consultant cannot add, modify, or change any Subconsultant listed in Schedule 1 without prior the written approval by the Town Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution.

ARTICLE A7 Default

A7.01 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 does 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.

A7.02 Conditions of Default

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

A7.02-1 Consultant fails to obtain or maintain the required insurance.

A7.02-2 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.

A7.02-3 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.

A7.03 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 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 the 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 A8 Termination Of Agreement

A8.01 Town's Right To Terminate

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. The Consultant will be paid for the Services performed and accepted, 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.

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 was 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.

A8.02 Consultant's Right to Terminate

Consultant will have 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 its breach of its duties under this Agreement.

A8.03 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 has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Article A9 Documents and Records

A9.01 Ownership of Documents

All tracings, drawings, specifications, maps, computer files, reports and any other documents prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies are 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 the Town at any time during the performance of the 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 has the right to visit the site where the Services are being provided at any time. The Consultant will be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the Town's use and occupancy of the Project.

A9.02 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.

A9.03 Use by the Town

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

A9.04 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 rendered by Consultant hereunder, and Consultant will require all of its employees and agents comply with the provisions of this paragraph.

A9.05 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 three (3) 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, has 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 three (3) year period noted above; provided, however such activity will be conducted only during normal business hours.

Upon completion of or termination of the Agreement the Consultant, as stated in Chapter 199.701 of the Florida Statutes, transfer, at no cost, to the Town all public records in possession of the Consultant related to the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

Article A10 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. The Consultant must pay all claims and losses of any nature whatsoever in connection therewith and will 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 Agreement 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 Consultant, its agents, servants, or representatives.

Article A11 Insurance

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

A11.01 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.

A11.02 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 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.

A1.03 Forms of Coverage

A11.03-1 Commercial General Liability and Automobile Liability

Consultant must maintain commercial general liability coverage with limits of at least \$500,000 per occurrence, \$1,000,000 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. Coverage must be written on a primary, 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 is read (30) days/(10) days for nonpayment.

A11.03-2 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 \$300,000 naming the Town as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/(10) days for nonpayment.

A11.03-3 Professional Liability Insurance

The Consultant must maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$500,000 per claim, \$500,000 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. mustThis insurance must be maintained for at least one year after completion of the construction and acceptance of the construction and acceptance of any project covered by this Agreement.

A11.03-4 Worker's Compensation Insurance

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.

A11.03-5 Subconsultant's Compliance

The Consultant must ensure that all Sub-consultants comply with these same insurance requirements.

A11.04 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 A12 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.

A12.02 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 in accordance with the requirements of the Agreement. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any subsequent or other breach of any provision of this Agreement.

A12.03 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.

A12.04 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 Notice to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the Town determines the project price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

A12.05 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 Article A8, where Consultant must pay the Town's reasonable attorney's fees.

A12.06 Notices

Whenever either party desires to give written notice to the other relating to the Agreement, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the

courier/delivery service. 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

With a copy to:

Gary Fabrikant, Procurement Manager
6601 Main Street
Miami, Florida 33014
fabrikantg@miamialkes-fl.gov

For Consultant:

(tbd)

A12.07 Interpretation

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 include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

A12.08 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.

A12.09 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 over any document incorporated by reference and be given effect.

A12.10 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 performance of the Services, 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.

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.

A12.11 Time

Time is of the essence in this Agreement.

A12.12 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.

A12.12-1 Non-Discrimination

Town 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/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

A12.12- OSHA Compliance

The Consultant warrants that it will comply with all OSHA and other safety precautions as required by federal, state or local laws, rules, regulations and ordinances.

A12.12-3 ADA Compliance

Consultant will 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 will take affirmative steps to insure nondiscrimination in employment of disabled persons.

A12.13 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.

A12.14 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.

A12.15 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 will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Procurement Manager in writing of the dispute identified in Article A12.06, Notices. Consultant must, within five (5) calendar days of the initial notification, all supporting documentation to the Procurement Manager. Failure to submit such appeal of the written finding will constitute acceptance of the finding by the Consultant. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant must submit their dispute 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.

Appeal to the Town Manager for his/her 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 Commission 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 Commission approval; or
- (iii) Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

A12.16 Contingency Clause

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

A12.17 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.

12.18 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 remain 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.

END OF SECTION

SECTION B SCOPE OF WORK

Article B1 General

The Consultant will provide all labor, materials, equipment, transportation, and other associated work for performing subsurface explorations, obtaining representative samples, testing, reporting, and performing all other geotechnical services. Consultant will provide comprehensive geotechnical services in accordance with Section 287.055 Florida Statutes, as amended, Consultants' Competitive Negotiations Act (CCNA).

The Consultant agrees to provide comprehensive Professional Services in accordance with all applicable laws, building and environmental regulations, including the Florida Building Code and the Town Code of Ordinances, and as may be further enumerated in a Work Order.

B1.01 Scope of Services

B1.01-1 Canal Bank Stabilization Project

B1.01(a) Overview

This specific area for this Project is approximately 10,000 linear feet of the Golden Glades and Peter's Pike canals along the north boundary of the Town (NW 170th Street) from NW 92nd Avenue to just south of NW 170th Street on NW 77th Court. The canal modifications and stabilization is proposed to occur on both sides of the canal banks. The canal bank erosion is widespread, occurring on Miami-Dade County property, adjacent to private properties, and nearby roadways. The erosion compromises the structural integrity of all of these facilities and can pose a danger to the public if slope failure or subsidence occurs. The Town has identified this Project as a critical endeavor to maintain a safe and effective canal system, reduce the amount of debris and vegetation entering the canals, and improve the flow of stormwater through the SFWMD C-8 primary canal system and Town lakes that interconnect with the canal system.

B1.01(b) Services to be Performed

Consultant will perform geotechnical testing within the Project limits identified above.

1. Subsurface Investigation and Engineering Inspection

At a minimum the work must include:

- Sunshine One Call must be contacted prior to any drilling to mark-out locations of underground utilities.
- All boring locations are to be reviewed with the Project Manager prior to drilling.
- The subsurface investigation should include drilling land borings at accessible locations along both banks within the Project limits. The drilling must be performed in accordance with ASTM D1560.
- Boring should be drilled using a mud-rotary drilling technique.
- Standard Penetration Tests ("SPT") should be done continuously in the upper 10 feet of the boring and at 5-foot intervals below that depth. Additional SPT sampling may be necessary to verify subsurface conditions.
- Spoon sampling should be performed on the subsurface materials to allow visual clarification to determine if laboratory testing is required.

2. Design Services

- Based on the profile provided by the Survey, which will be provided by the Town, and the engineering parameters developed from the boring information, Consultant will

perform slope stability analysis for representative bank profiles to evaluate existing canal cross-section to determine if the existing bank slopes meet the minimum required factor of safety recommended by regulatory agencies.

- Consultant will evaluate bank slope stabilization alternative and develop intermediate canal section alternatives for the Town to assess for cost effectiveness and constructability.
- Consultant will identify priorities from most to least critical so that the Town can prioritize the remediation work to be performed by a contractor.
- Consultant will provide a geotechnical study report summarizing the results of the subsurface conditions, the slope stability analysis, the evaluation of bank stabilization alternatives, and recommendations, including prioritization, for bank stabilization.

B1.01-2 Miscellaneous Projects

The Town will require that the Services be performed on an as needed basis. The Town will request Work Order Proposals from the Consultant and issue Work Orders for individual Projects. A Scope of Services will be provided to the Consultant to develop a Work Order Proposal.

The Consultant must review the proposed Project information and requested Scope of Work indicated as a minimum level of services desired relative to the anticipated subsurface conditions present. If localized subsurface conditions are expected to vary significantly, Consultant shall advise Owner of additional recommended services prior to commencing work.

In general Geotechnical Services include, but are not limited to:

- Consultant must perform the standard penetration test (SPT) in accordance with ASTM Designation D 1586.
- In soil that is predominantly cohesive (silty clays, sandy clays, and material with adhesive binder), Consultant must use the thin-walled tube method for sampling in accordance with ASTM Designation D 1587.
- Rock coring must be performed in accordance with ASTM Designation D 2113.
- Double-ring infiltration test must be conducted in accordance with ASTM Designation D 5093.
- Laboratory tests will be assigned and performed by the Consultant to classify soils and obtain geotechnical physical characteristics such as strength, compressibility, swell potential, compaction characteristics, and chemical characteristics such as corrosiveness. Perform laboratory testing consistent in quantity and quality with local geotechnical engineering practice to provide the required design parameters and recommendations. The quantity of tests to be performed will be dependent upon the type of soil and/or rock encountered during drilling and sampling with additional consideration of the foundation types that may be required to support the proposed structures.
- The Consultant must prepare a geotechnical engineering report containing a discussion of the proposed construction, previous construction activity and existing fill (if present), final boring logs, boring location plan, a description of the drilling and sampling program, a description of the geology and subsurface conditions encountered, groundwater conditions, laboratory test results, and foundation and earthwork/site work preparation recommendations and design parameters. If necessary the report will also address slope stability and excavations, excavation requirements, dewatering, pavement and roadway requirements per Miami-Dade County or FDOT specifications, and any other items deemed necessary.

- Borings must be backfilled to the original ground surface in accordance with all applicable local, state, and federal guidelines.

B1.02 Work Orders

When the Town Manager has determined that a specific phase of a Project or a Project is to proceed, the Town Manager will request in writing, a Work Order Proposal from the Consultant based on the proposed Scope of Services provided to the Consultant in writing by the Project Manager. The Consultant, the Project Manager, and others if appropriate, may have preliminary meetings, if warranted, to further define the Scope of Services and to resolve any questions. The Consultant will then prepare a Work Order Proposal following the format provided by or acceptable to the Town, indicating the proposed Scope of Services, total time for performance, time required for each task, phase or deliverable, staffing (including proposed hours per individual or classification, proposed fees, Subconsultants, and deliverable items or documents. The Town will provide the Consultant with a standardized Work Order Proposal Form to be used for all requests.

The Project Manager may accept the Work Order Proposal as submitted, reject the Work Order Proposal, or negotiate revisions to the Work Order Proposal. Upon successful conclusion of negotiations the Consultant may be required to submit a revised final Work Order Proposal. If negotiations cannot be successfully completed, the Town Manager may terminate negotiations and may request a Work Order Proposal from another consultant under contract with the Town, or secure such services through other means available to the Town. Upon approval of the Work Order Proposal the Town Manger will issue a written Work Order assigning the Project to the Consultant and issue a written Notice To Proceed to the Consultant.

It is understood that a Work Order or Notice to Proceed may be issued under this Agreement at the sole discretion of the Project Manager and that the Consultant has no expectation, entitlement, right to or privilege to receive a Work Order or Notice to Proceed for any Project or task. The Town reserves at all times the right to perform any or all Professional Services in-house, or with other private professional architects or engineers as provided by Section 287.055, Florida Statutes, as amended, (Consultants' Competitive Negotiation Act) or to discontinue or withdraw any or all Projects or tasks or to exercise any other choice allowed by law.

This Agreement does not confer on the Consultant any particular, exclusive or special rights to any Work required by the Town. Outside of this Agreement, the Town may request proposals or qualifications for any professional services which the Consultant is qualified to perform or utilize a consultant under another contract with the Town.

Article B2 Basic Services

Consultant agrees to provide complete geotechnical services as set forth in the approved Work Order, in accordance with the Florida Building Code, latest edition, all federal, state, county and Town, laws, codes and ordinances. Consultant shall maintain an adequate staff of qualified personnel on the Services at all times to ensure its performance as specified in the Agreement.

Consultant shall submit one (1) electronic set of all documents and three (3) full size copies of documents required under this RFQ, without additional charge, for review and approval by Town.

Consultant is solely responsible for the technical accuracy and quality of their Work. Consultant must perform the Services in compliance with Section 472.005 of the Florida Statutes. Consultant must perform due diligence, in accordance with best industry practices. Consultant is also be responsible for the professional quality and technical accuracy of all Services furnished under this Agreement

Article B3 Additional Services

Services categorized below as “Additional Services” may be specified and authorized by Town and are normally considered to be beyond the scope of the Basic Services. Additional Services shall be authorized in a Work Order and will be compensated for as provided in Section C, Section C3.04.

Article B4 Reimbursable Expenses**B4.01 General**

Reimbursable Expenses cover those services and items authorized by Town in addition to the Basic and Additional Services and consist of actual, direct expenditures made by Consultant and the Subconsultant for the purposes listed below. Transportation, travel and per diem expenses within Dade, Broward, or Palm Beach Counties shall not be considered as reimbursable expenses under this Agreement.

Additional Reimbursable Expenses include, but are not limited to:

B4.01-1 Reproduction, Photography

Cost of printing, reproduction or photography, beyond that which is required by or of Consultant’s part of the work, set forth in this Agreement.

B4.01-2 Permit Fees

All permit fees, review fees and other similar fees paid to regulatory agencies for approvals directly attributable to the Project.

B4.01-3 Other

Items not indicated in Section 4.01 when authorized by the Project Manager.

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

B4.02 Subconsultant Reimbursements

Reimbursable Subconsultant expenses are limited to the items described above when the Subconsultant’s 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 this Agreement.

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 0 below.
- b) An Hourly Rate, in accordance with 0 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 the combined total amount specified in all of the Work Orders issued under this Agreement. Under no circumstances will the Town have any liability for work performed, or as otherwise may be alleged or claimed by Consultant, beyond the cumulative amount of the Work Orders.

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 3 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 a 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 3. 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 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. Consultant must not include any profession, job category or employees in a Work Order Proposal that do not appear on Form KS. Consultant must submit a request to the Town to add such to Form KS prior to the submittal of any affected Work Order Proposal.

C2.03 Multiplier

For Work assigned under this Agreement, a maximum multiplier of **2.X** will apply to Consultant's hourly Wage Rates in calculating compensation payable by the Town. Should the Consultant have an approved multiplier with the State of Florida or Miami Dade County, the Town may elect to utilize either of these multipliers should they be less than above stipulated rates. 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 a Project. The multiplier will not be applied to the Principal, owner, or partner of the Consultant except where they are preparing drawings or specifications, preparing a study report, or similar tasks.

C2.04 Calculation

Said Wage Rates are to be utilized by Consultant in calculating compensation payable for Work Orders Proposals requested by Town. 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 a Work Order Proposal.

C2.05 Wage Rate Adjustments

The Consultant may request an adjustment to the Wage Rates on an annual basis. Such request may only be made where there has been an actual increase in a Wage Rate(s) by the Consultant. The Town may also adjust them where the Town Manager determines that extenuation circumstances exist. The maximum the Wage Rates depicted in Schedule 3 may be adjusted at the Consultant's request, and will be based on the Miami – Fort Lauderdale Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics. Such adjustment will be calculated by multiplying the ratio of the index in effect at that time divided by the previous year's index by the hourly rate entries in the Wage Rate Schedule to determine the adjusted Wage Rate Schedule. In no event will the Wage Rate increase by more than three percent (3%) in any one-year period.

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 generally be a Lump Sum, either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the Town, to be mutually agreed upon in writing by the Town and the Consultant and stated in a Work Order. Lump Sum and Lump Sum not to Exceed methods of compensation are the preferred methods of compensation.

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 a specific Project, or phase or task under a 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 a specific Project, or phase, or task under a Work Order. Payments to the Consultant will be based on the actual work effort required to complete the Project, 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 Work, the Lump Sum Base Fee may be equitably adjusted by mutually consent of the parties, which will be reflected in an amendment to the Work Order.

C3.01-6 Lump Sum Fees will be calculated by Consultant utilizing the Wage Rates established in Schedule 2 of the Agreement.

C3.02 Hourly Rate Fees

C3.02-1 Hourly Rate Fees shall be those rates for Consultant and Subconsultant employees identified in Schedule 3 Wage Rates. All hourly rate fees will include a maximum not to exceed figure, inclusive of all costs expressed in the contract documents. 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 particular Project or portion thereof at the time of Work Order issuance. In such cases, the Town will establish an Allowance in the Work Order that will serve as a Not to Exceed Fee for the Work 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 shall 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. Town authorized reproductions in excess of sets required at each phase of the Work will be a Reimbursable Expense.

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

C3.04 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 B3 may be applicable.

C3.04-1 Determination of Fee

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

C3.04-2 Procedure and Compliance

An independent and detailed Work Order or an Amendment to a previously issued Work Order shall 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 will not be exceeded, and must comply with the Town's regulations, including the Purchasing Ordinance, the Consultant's Competitive Negotiation Act, and other applicable laws.

C3.05 Payment Exclusions

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

C3.06 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, during any Phase, the Consultant will be paid for services duly authorized, performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due, and all appropriate, applicable, and documented

expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the Consultant's further compensation 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 shall utilize the Town standard Consultant Invoice Form that will be provided to the Consultant and is available on the Town's website.

C4.02 Comprehensive Basic Services

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

C4.03 Billing – Hourly Rate

Invoices submitted by 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, the required invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a Project, phase or task. , Reimbursable Services Cost should they be added to the sum for the total charges for the personnel. 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 or the applicable phase or task.

Article C5 Reimbursable Expenses

Article 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 Work Order (as Basic Services or Additional Services) and consist of actual expenditures made by the Consultant and the Consultant's Subconsultants for the following:

C5.01-1 Transportation

Identifiable transportation expenses in connection with the Project, subject to Section 112.061, Florida Statutes, as amended, excluding, however, all, general automobile transportation expenses within Miami-Dade, and Broward, and Palm Beach counties. Transportation expenses to locations outside the Miami-Dade-Broward-Palm Beach County area or from locations outside the Miami-Dade-Broward area will not be reimbursed unless specifically pre-authorized in writing by the Town Manager.

C5.01-2 Travel and Per Diem

Identifiable per diem, meals and lodging, lodging, taxi fares and miscellaneous travel-connected expenses for Consultant's personnel are subject to Section 112.061 Florida Statutes as amended. Meals for class C travel inside Miami-Dade or Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating Consultant's employees from one of Consultant's offices to another office if the employee is relocated for more than five (5) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn. Travel, lodging or meals will not be reimbursed that result from travel within Miami-Dade, Broward or Palm Beach Counties. Travel and per diem expenses are subject to the prior approval of the Project Manager.

C5.01-3 Communication Expenses

Identifiable communication expenses approved, in writing and in advance by the Project Manager, including long distance telephone, courier and express mail between the Consultant's various permanent offices. Express mail or courier services are to be used only where there are significant time constraints and require the prior approval of the Project Manager.

C5.01-4 Reproduction, Photography

Cost of printing, reproduction or photography, which is required by or of Consultant to deliver services, in excess of the amounts 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 Project Manager and subject to all budgetary limitations of the Town and requirements of O herein.

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

WITNESS/ATTEST

Consultant, (name of Firm)

Signature

Signature

Print Name, Title

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Consultant Secretary
(Affirm Consultant Seal, if available)

ATTEST:

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

Marjorie Tejada, Town Clerk

Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Town Attorney

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

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

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

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

Secretary: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

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

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

SECTION D – FORMS & SCHEDULES

Form KS – KEY STAFF

NAME	JOB CLASSIFICATION

SCHEDULE 1 - SUBCONSULTANTS

Name of Subconsultant	Services Provided

SCHEDULE 2 - WAGE RATES SUMMARY

JOB CLASSIFICATION	BASE HOURLY RATE

**SCHEDULE 3 - COMPENSATION SUMMARY
(Canal Bank Project Only)**

Major Task and/or Activity	Timeframe for Completion (from NTP)	Fee Amount
Total Cost of Services		