

RESOLUTION NO. 15- 1281

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPROVE AN ALTERNATIVE TO TRAFFIC CONCURRENCY STUDY CONTRACT WITH THE CORRADINO GROUP, INC. (“CORRADINO”) IN AN AMOUNT NOT TO EXCEED \$42,751.00; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 7, 2014, the Town of Miami Lakes (“the Town”) issued Request For Qualifications (“RFQ”) No. 2015-04 for an Alternative to Traffic Concurrency Study; and

**WHEREAS**, the Town Manager has determined that The Corradino Group, Inc. (“Corradino”) is the firm most qualified to conduct the Alternative to Traffic Concurrency Study; and

**WHEREAS**, the Town Manager recommends award of Contract No. 2015-04 to Corradino in an amount not to exceed \$42,751.00; and

**WHEREAS**, Corradino will be responsible for providing Alternative to Traffic Concurrency Study services; and

**WHEREAS**, the Town Council approves of the Town Manager’s recommendations and authorizes the Town Manager to enter into a contract with Corradino, for award of Contract 2015-04, for Alternative to Traffic Concurrency Study in an amount not to exceed \$42,751.00.

**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 RFQ 2015-04 to Corradino in an amount not to exceed \$42,751.00 for Alternative to Traffic Concurrency Study services.

**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 2015-04 with Corradino for Alternative to Traffic Concurrency Study services.

**Section 4. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds in an amount not to exceed \$42,751.00 to implement the terms and conditions of Contract 2015-04.

**Section 5. Execution of the Contract.** The Town Manager is authorized to execute, in substantially the form attached hereto as Exhibit "A," Contract 2015-04 with Corradino for Alternative to Traffic Concurrency Study services 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.

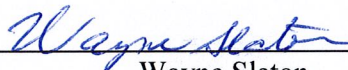
**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

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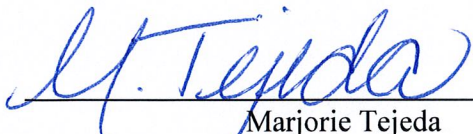
Passed and adopted this 3<sup>rd</sup> day of February, 2015.

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:

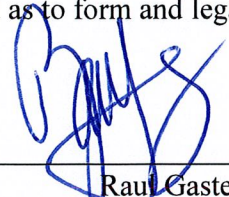
Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Manny Cid	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Tony Lama	<u>yes</u>
Councilmember Cesar Mestre	<u>yes</u>
Councilmember Frank Mingo	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>

  
\_\_\_\_\_  
Wayne Slaton  
MAYOR

Attest:

  
\_\_\_\_\_  
Marjorie Tejada  
TOWN CLERK

Approved as to form and legal sufficiency:

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

## **EXHIBIT “A”**

**REQUEST FOR QUALIFICATIONS**  
**ALTERNATIVE TO TRAFFIC CONCURRENCY STUDY**

**RFQ No. 2015-04**



**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 7, 2014**

**CLOSING DATE: DECEMBER 3, 2014**

# ALTERNATIVE TO TRAFFIC CONCURRENCY STUDY

RFQ 2015-04

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**SECTION 1**

**TOWN OF MIAMI LAKES  
ALTERNATIVE TO TRAFFIC CONCURRENCY STUDY  
RFQ NO. 2015-04  
NOTICE TO PROPOSERS**

The Town of Miami Lakes (the "Town") will be accepting sealed Responses for the Town's Alternative to Traffic Concurrency Study. The scope of services includes providing professional transportation engineering services on an as needed basis. The firm must be capable of performing all elements of the scope of services contained in Section 3 of the RFQ.

Sealed Responses must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida by 2:00 P.M. on December 3, 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. Copies of the RFQ, including all related documents can be obtained by visiting the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov), and selecting "Contractual Opportunities". Most documents will be in .pdf format. 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](mailto: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.

Proposers must meet all of the requirements of the Department of Homeland Security E-Verify Program.

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”) to this Request for Qualifications (“RFQ”) to provide the services 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, 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.

Proposals from joint venture firms will not be considered under this RFQ.

### **2.4 Submission Requirements**

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

Throughout this RFQ, the words or phrases “must” “will”, and “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 Response. Responses are to remain valid for at least 120 days. Upon award of an Agreement, the contents of the Proposal of the Successful Proposer(s) will be included as part of the Agreement, at the Town’s discretion.

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



## **2.5 Cone of Silence**

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

## **2.6 Additional Information or Clarification**

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

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

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

## **2.7 Award of an Agreement**

An Agreement may be awarded to the Successful Proposer based upon the qualification requirements reflected herein. The Town reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer 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 under this RFQ.

## **2.8 Execution of Agreement**

By submitting a Response, the Proposers agree to be bound to and execute the Agreement, with change, included as part of this RFQ. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for the Town's consideration. Only comments and proposed revisions included in the Response will be considered by the Town. Any comments identified after the Response has been received need not be considered by the Town. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received may be grounds for 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 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.
- Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- Updated information reflecting information resulting from negotiation of the Agreement.

The Town may require specific forms for submission of portions of the information contained above and if such forms are required they will be available on the Town’s website or from the Procurement Office. 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 Date. All changes or withdrawals must be made in writing to the Procurement Office at the email 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)**

The use of Subconsultants for the performance of any of the Services under this RFQ is not permitted.

## **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 Procurement Office to the email address specified 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 minor or 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 any federal, State of Florida, or local public entity within the past five (5) years will be rejected as non-responsive and will 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, will be disqualified from consideration for award of the Agreement.

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

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the Town in connection with the Responses 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 and duly signed, in blue ink, by an authorized corporate officer, principal, or partner (as applicable) with a signature in full. When a firm 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 provide the required documents may result in the rejection of the Response as non-responsive.

#### **2.16 Certification of Accuracy of Proposal**

Proposer by signing and submitting its 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 qualified and experienced firm with to provide transportation related planning and engineering services for a study of Alternative to Traffic Concurrency in the Town of Miami Lakes (“Study”). The Proposer must be able to perform every element of the Scope of Services as subcontracting any portion of the work is not permitted. The term “Consultant” is used to refer to the firm selected to perform the Study.

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

The following proposed Scope of Services addresses the desire of the Town to create safe, efficient and convenient mobility options through the implementation of an Alternative to Traffic Concurrency Study. The Study incorporates data collection and analysis, stakeholder coordination, identification of strategies, development of a point system, an implementation plan, and production of a final report. The Study will build upon previous planning efforts, including the 2013 Commute Trip Reduction Plan (CTRP) and 2014 Greenways and Trails Master Plan (G&TMP). Copies of the Plans have been included as Exhibit 1 to this RFQ. The Study will involve the close coordination and collaboration of Town Staff, with Town Staff providing a significant portion of background data and analysis, strategic direction and coordination activities, and the Consultant focusing on technical tasks for which Town Staff lacks in-house expertise. The Town has provided below the approximate percentage of each task to be completed by Town Staff and by the Consultant.

This Study is partially funded through a grant from the Miami-Dade Metropolitan Planning Organization (“MPO”). The grant requires that the Study be completed an compensation issued by the Town no later than June 2015.

#### **Task 1: Mobilization and Stakeholder Coordination**

Consultant will conduct a kickoff meeting with Town staff at the beginning of the Study to obtain Town staff’s vision for transportation mobility in the Town. In addition, the kickoff meeting will serve as a collaborative brainstorming session for ideas and concepts.

Engaging stakeholders and intergovernmental agencies is a necessity for the success of the Study. To establish interagency cooperation and support for the Study Town Staff will establish a working group (“Working Group”) with the following relevant stakeholder agencies:

- Town staff
- Miami-Dade MPO
- Miami-Dade Transit
- Florida Department of Transportation

In addition to establishing interagency coordination, this process will allow the gathering of additional information on alternative opportunities and potential constraints. One (1) meeting will be held with the Working Group during the Stakeholder Coordination process. Additional coordination will be conducted with key individuals from the Working Group as needed to support the development of the Study.

Involving Working Group early in the Study process facilitates cooperation and typically reduces unanticipated or unforeseen issues later in the implementation process.

**Staff / Consultant Breakdown:**

- Staff: 50%
- Consultant: 50%

Deliverable	Documentation
Town Staff will prepare a PowerPoint presentation for the one (1) Working Group meeting. Town Staff will prepare and distribute meeting notes memos describing project meetings including key findings and opportunities.	PowerPoint presentations, meeting agendas, meeting minutes. Consultant & Working Group will review & provide input on the meeting minutes. Town Staff will distribute any amended meeting minutes.

**Task 2: Data Collection and Existing Conditions Analysis**

Several planning efforts have already been performed that provide background and context for the Study. A review of the two (2) Plans and other planning efforts will be conducted to build upon those efforts and to determine applicability of their recommendations to the Study, including a description of transportation solutions and concepts developed. These prior planning documents include, but are not limited to, the Town of Miami Lakes Comprehensive Plan, the 2004 Transportation Master Plan, and the plans identified above. In addition, the FDOT Work Program and Miami-Dade MPO Transportation Improvement Plan (TIP) and Long-Range Transportation Plan (LRTP) will be reviewed to identify upcoming transportation projects and opportunities that can be incorporated into the Study. Town Staff will produce a narrative summary of these prior planning efforts, including recommendations and projects applicable to the Study.

A literature review will also be developed by Town Staff with review and comment by the Consultant. The literature review will document various industry trends and emerging approaches from the fields of urban and transportation planning, traffic engineering, urban design and other relevant fields, to accommodating the transportation impacts of development and redevelopment, and the advantages and disadvantages of each approach.

Additionally, a review will be conducted and documented by Town Staff regarding transportation concurrency vesting for properties in the Town. While every effort will be made to ensure that a comprehensive assessment of vested rights is made, it is recognized that vested rights claims may be made in the future of which the Town currently has no documentation.

Based on the analysis of the documents and the literature review, the Consultant will develop a transportation mobility analysis report, which identifies key opportunities for the development of a multi-modal transportation system.

Town Staff will perform the bulk of this task, particularly data collection, summarizing prior planning efforts and the literature review. Consultant will be primarily responsible for the transportation mobility analysis.

**Staff / Consultant Breakdown:**

- Staff: 70%
- Consultant: 30%

Deliverable	Documentation
Literature review of prior Town transportation plans and studies.	Transportation Mobility Analysis working document report for review and comments by both Town Staff and the Working Group.
Literature review documenting various approaches to transportation impacts of development and redevelopment.	
Transportation Mobility Analysis report.	

**Task 3: Identification of Strategies**

Based on the findings documented in Task 2, including planning and transportation studies for the Town, review of various approaches to transportation impacts of development and redevelopment and the Transportation Mobility Analysis Report, specific strategies will be identified by the Consultant that can be incorporated into the Town’s Comprehensive Plan and Land Development Code (LDC). Potential strategies may include, but be not be limited to, transportation demand management (TDM) strategies, design changes to proposed development/redevelopment not otherwise required by the LDC, provision of on-site facilities to support mobility, construction of or monetary contributions to off-site transportation improvements, etc. The strategies must be chosen with consideration of best practices for creation and enhancement of multi-modal transportation systems, as well as the particular needs of the Town.

**Staff / Consultant Breakdown:**

- Staff: 40%
- Consultant: 60%

Deliverable	Documentation
List of chosen strategies with rationale for choosing each strategy.	List of chosen strategies with rationale for review and comments.

**Task 4: Development of Point-Based System**

The strategies identified as part of Task 3 will be further developed into a point system (“System”), to be incorporated into the Land Development Code (LDC). This task includes determining the relative transportation impact of development, as measured in floor area or some other unit to be determined by the Consultant, with greater transportation impact requiring more “points” for development approval. Location of a proposed development project may also be a factor in determining transportation impact, if determined by the Consultant to be appropriate. Each available strategy as identified in Task 3 will be assigned a point value. The System must respect existing transportation concurrency vested rights, and projects on those properties will only be subject to the System to the extent that development/redevelopment projects exceed that vested threshold. The relative number of points assigned to each strategy must be based on that strategy’s efficacy in mitigating the transportation impact of development.

Development the System must be designed in a manner that is a legally allowable system under Florida Statutes and all other applicable laws, as well as with the understanding that Miami-Dade County retains the ability to impose concurrency or other transportation standards consistent with its legal authority.

**Staff / Consultant Breakdown:**

- Staff: 10%
- Consultant: 90%

<b>Deliverable</b>	<b>Documentation</b>
Draft report identifying point values assigned to each strategy, including data, analysis & rationale for these point assignments.	Draft Point Based System for review and comments.

**Task 5: Implementation Plan**

Consultant will prepare an implementation plan, which must describe in detail the changes to the Miami Lakes Comprehensive Plan and the Miami Lakes Land Development Code (LDC) needed to put the System into place as a replacement for the transportation concurrency system currently in place. The scope does not include drafting of proposed amendments to either the Comprehensive Plan or LDC, but rather a description of the amendments that will be required in sufficient detail that Town Staff can draft the required amendments.

**Staff / Consultant Breakdown:**

- Staff: 10%
- Consultant: 90%

<b>Deliverable</b>	<b>Documentation</b>
Draft implementation.	Draft report plan for review & comments.

**Task 6: Final Report**

A final report will be prepared by the Consultant that documents the work performed in Tasks 1 through 5. The report is intended to serve as the “Study” for implementing the Alternative to Traffic Concurrency. The final report will include the draft report sections previously submitted to Town staff for review, combined into one integrated document.

A concise executive summary will be prepared and included in the Study. The executive summary will include the Alternative to Concurrency recommendations and must also be able to serve as a stand-alone document. The executive summary will include a list of implementation steps and a brief description of the intergovernmental coordination process.

A draft final report will be prepared and submitted to the Town electronically and five (5) color hard copies for review. Comments and suggestions on the draft final report will be incorporated into the final report document. Twenty (20) color copies of the final report document will be provided to the Town along with an unbound copy for additional reproduction purposes. In addition, an electronic version of the final report and executive summary will be provided in .pdf format and e-mailed to Town staff for

placement on the Town's website and further distribution. This task may also include a presentation to the Town Council, at the discretion of the Town.



## 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, is/are in its best interest(s). The Town also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the Town, and who is not in a position to perform the requirements defined in this RFQ. Further, the Town may waive informalities, technicalities, minor irregularities, 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 to be provided. 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 Study, then the Town, will have the unqualified right to terminate the Agreement upon written notice to the Consultant, without any penalty or expense to the Town.

### 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 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 projects.

**A minimum of three (3) references public entities for where a study(ies) of a similar, size, scope, and complexity, are to be included in the Response.** The Proposer must utilize Form RFQ-PER for these references and the form must be signed by the Owner that requested the Study. 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 Preference as specified in Ordinance 12-142.

#### **4.7 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 and 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.

#### **4.8 Public Entity Crimes**

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

#### **4.9 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.

#### **4.10 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.

#### **4.11 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. Any additional clarifications will be requested and received by the Procurement Office.

#### **4.12 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.

#### **4.13 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 must 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.

#### **4.14 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 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.

#### **4.15 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-responsive and the Response will not be considered.

#### **4.16 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.

#### **4.17 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.

#### **4.18 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 an contract.

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

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

#### **4.20 E-Verify Requirements**

The agreement resulting from this RFQ is partially funded with grant dollars, which require that the Proposer awarded an agreement must meet the requirements established under the Department of Homeland Security E-Verify Program. Proposer must include their E-Verify documents with their Proposal. The Town may, at its sole discretion allow them to be submitted during the evaluation process.

## **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 is to 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. Page limitations may have been established for some of the Town Forms, as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and cannot be changed. Proposer must use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not to 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.

#### **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)**

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. Firm must complete and submit Form RFQ-QT for this section of its Response.
- b. Table of Organization of the Proposer reflecting the reporting structure and inclusive of names & titles of the Proposer's staff it anticipates utilizing if an Agreement is awarded.
- c. A resume must be included for each of the key personnel the Proposer anticipates utilizing, if awarded an Agreement. The resume should include technical qualifications, which includes the number of years working for the Proposer, the number of years working in the position identified for this Study, experience in projects of a similar, size scope and complexity, as defined in the RFQ. In addition, copies of all relevant professional licenses or certifications, are to be submitted. (Maximum of 1 page per resume).
- d. Provide a listing of where Key Personnel have worked together previously on projects or studies. Identify the project(s)/studies, the names of the personnel, their title, and role in the project/study, and if the work was performed while working with or for another firm. Provide the project/study's description(s), a brief description of the scope, and the final cost of the project/study. (Maximum 1 page)

**5. Qualifications of Project Manager**

- a. Provide details on the Project Manager's experience in managing similar studies (maximum 1 page).
- b. A one page resume is required to be submitted that reflects his/her education, experience and qualifications as they relate to the types of work to be performed. If the resume has been previously included under A3 or A4 above an additional copy is not required.

**6. Process & Approach to Conducting the Study (maximum 2 pages)**

Provide a brief explanation of the process and approach the Proposer's will utilize to meet the different Tasks of the Study Identify the key elements and component that must be considered, including limitations, that may impact the development or implementation of alternatives to traffic concurrency..

**7. Proposer's Project Experience Past Five (5) Years**

Proposer must complete and submit Form RFQ-PE for three (3) separate studies previously performed for this section of its Response. For each Form RFQ-PE submitted Form RFQ-PER must also be submitted with the Response. Proposer is to only include studies that have been completed and are comparable to the types of study to be awarded.

## **8. E-Verify Requirements**

Provide copies of documents issued by the Department of Homeland Security that demonstrate that the Proposer and all of the individuals proposed to perform any of the Services under this Agreement have met the E-Verify requirements.

## **9. 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 or flash/thumb drive. The Town will only consider the identified comments and exceptions during any negotiations. Where a proposal is returned without comments it will be deemed that the Proposer has no comments or exceptions to the draft Agreement.

## **B. Response Submission Format**

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

### **Section 1**

1. RFQ-PL – Proposal Letter
2. Narrative

### **Section 2**

1. RFQ-QP – Qualifications of Proposer
2. RFQ-QT – Qualifications of Team
3. Qualification of Project Manager
4. List where Team has worked together

### **Section 3**

1. Process and Approach to Conducting the Study
1. RFQ-PM –

### **Section 3**

1. RFQ-PE
2. RFQ-PER

### **Section 4**

1. Resume of Principal
2. Resumes of Key Personnel/Project Team
3. E-Verify Documents

### **Section 5**

1. Company Profile and Declaration
2. Acknowledgement of Addenda and Affidavits
3. Forms (licenses, etc.)

### **Section 6**

1. Agreement Comments

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

### **A. Evaluation Procedures**

The procedure for response evaluation and selection is as follows:

1. Request for Proposals 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 Selection 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 Selection 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 Selection Committee forwards its recommendation of the most qualified Proposer to the Town Manager inclusive of the ranking of the Responses.
11. The Town Manager will review the Selection Committee's recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Selection Committee for reconsideration.. In the event of a tie the recommendation of the Town Manager will control. The Town Manager may submit a recommended firm or "short list" of a combination of a recommended firm and the "short list" to the Town Council.
12. The Town Council will make the final award.
13. The Town Manager will attempt to negotiate a Contract with the most qualified Proposer.
14. If the Town Manager is unsuccessful in negotiating a Contract with the highest ranked firm the negotiations with the firm will be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked firm and so on.



## **B. EVALUATION CRITERIA**

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

- Proposer's Qualifications as a Transportation Consultant      Maximum 25 points
- Proposer's Experience as a Transportation Consultant      Maximum 25 points
- Team's Qualifications and Experience      Maximum 25 points
- Process & Approach to Conducting the Study      Maximum 25 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 2015-04.
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)







**ADDENDUM ACKNOWLEDGEMENT FORM**

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**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 or stamped commissioned name 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

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



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

**Project Title: Alternatives To Traffic Concurrency Study**

**RFP/RFQ No. 2015-04**



Committee Member	The Corradino Group	R.J. Behar & Company, Inc.							
Brandon Schaad	88	67							
Ryan Shedd	89	82							
Elia Nunez	93	85							
Score Subtotal	270	234	0						
Local Preference	0	0	0						
<b>Total Score</b>	<b>270</b>	<b>234</b>	<b>0</b>						
<b>Ranking</b>	<b>1</b>	<b>2</b>							

Name of Preparer: Gary Fabrikant

Signature: 

Date: 1/23/14

rev. 5/2/14

# PROFESSIONAL SERVICES AGREEMENT ALTERNATIVE TO TRAFFIC CONCURRENCY STUDY

**2015-04**



**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 2014 ("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") 2015-04 on (Date) for the provision of professional services for a study on alternatives to traffic concurrency ("Services") and Consultant's proposal ("Proposal"), in response thereto, was selected as one of the most qualified for the provision of said Services. The RFQ and the Proposal are expressly incorporated into and made a part of this Agreement as if set forth in full.

B. WHEREAS, the Town, through action of the Town Manager or the Town 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.

**A1.05 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 Errors** means items in the study prepared by the Consultant that are shown incorrectly, which results in a need to correct or amend the Study.

**A1.07 Errors and Omissions** mean deficiencies in the Study prepared by the Consultant, which must be corrected or added in order for the Study to be correct and complete.

**A1.08 Final Acceptance** means the acceptance of the Study by the Town, which will occur after the Town have reviewed the Study and confirmed that the Study incorporates all of the requirements of the Services and any comments previously provided by the Town.

**A1.09 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.

- A1.10 Omissions** means details of information are missing from the Study prepared by the Consultant, which are necessary for the proper completion of the Study.
- A1.11 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.
- A1.12 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.
- A1.13 Scope of Services or Services** means a comprehensive description of the activities, tasks, objectives, deliverables and milestones required for the completion of Study with sufficient detail to allow for its completion.
- A1.14 Subconsultant** means a person or organization of properly registered professional architects, engineers, registered surveyor or mapper, or other professional specialty that has entered into a written agreement with the Consultant to furnish specified professional services for the Project.
- A1.15 Town Council** means the legislative body of the Town of Miami Lakes.
- A1.16 Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- A1.17 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 shall be deemed to have occurred pursuant to Town’s authority as a governmental body and shall not be attributable in any manner to Town as a party to this Agreement. The Town of Miami will be referred to herein as “Town”. For the purposes of this Agreement, “Town” without modification means the Town Manager.
- A1.18 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.
- A1.19 Work Order** means a document approved and issued by the Town authorizing the performance of specific professional services for a Project or Projects under this Agreement.
- A1.20 Work Order Proposal** means a document prepared by the Consultant, at the request of the Town for Additional Services to be provided by the Consultant.

## **ARTICLE A2    General Conditions**

### **A2.01    Term**

The Consultant must complete the Study, which includes Final Acceptance by the Town within **XX** days of the issuance of a Notice to Proceed

**A2.02 Scope of Services**

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.

**A2.03 Compensation**

A2.03-1 Compensation Limits

The amount of compensation payable by the Town to Consultant will be a lump sum of (value of award) (\$00,000.00), unless explicitly approved by action of the Town Council or Town Manager as applicable and put into effect by written amendment to this Agreement.

The fee to be paid must be calculated in accordance with Section B of the Agreement.

A2.03-2 Payments

Payment will be made upon Schedule 2 of the RFQ. Payment will be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Consultant’s invoice, which will be submitted 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. No Subconsultant are to be used to perform any of the Services under this Agreement.

**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 issued by the Town and to complete each assignmentStudy within the time stipulated in the Notice to Proceed. Time is of the essence with respect to performance of this Agreement.

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

**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 employee loose such status the Consultant must immediately notify the Project Manager in writing. Any employee loosing 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 Default**

### **A5.01 General**

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default must be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section 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.

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

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

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

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

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

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

Town through the Town Manager or designee will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within 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 then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

## **ARTICLE A6 Termination Of Agreement**

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

The Town 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.

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

The Consultant shall 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.

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

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

For the breach or violation of this provision, the Town 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 A7 Documents And Records**

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

All documents, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies 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.

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

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

#### **A7.03 Use by the Town**

It is understood that the Town owns the Study and any documents produced under the Study and may use the Study and said documents for any purposes deemed appropriate by the Town.

**A7.04 Nondisclosure**

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

**A7.05 Maintenance of Records**

Consultant will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall 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 A8 Indemnification**

The Consultant must hold harmless, indemnify and defend the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Consultant. The Consultant must pay all claims and losses of any nature whatsoever in connection therewith and shall 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 A9 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.

**A9.01 Companies Providing Coverage**

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

**A9.02 Verification of Insurance Coverage**

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal

or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within 30 days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

### **A9.03 Forms of Coverage**

#### **A9.03-1 Commercial General Liability and Automobile Liability**

The Consultant must maintain commercial general liability coverage with limits of at least \$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. The coverage must be written on a primary and non-contributory basis with the Town listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation is read (30) days/(10) days for nonpayment.

#### **A9.03-2 Business Automobile**

The Consultant must provide business automobile liability coverage including coverage for all owned, hired and non-owned autos with a minimal combined single limit of \$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.

#### **A9.03-3 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 any Study covered by this Agreement.

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

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

### **A9.04 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 shall comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from Town accompanied by justification.

## **Article A10    Miscellaneous**

### **A10.01 Audit Rights**

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

### **A10.02 Entire Agreement**

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations,



representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed 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.

**A10.03 Successors and Assigns**

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

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

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

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

In compliance with the Consultant’s Competitive Negotiation Act, for any Study 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 Study cost and any addition thereto will be adjusted to exclude any significant sums by which the Town determines the Study cost was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such cost adjustments will be made within 1 year following the end of the Study.

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

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

**A10.06 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](mailto:reya@miamilakes-fl.gov)

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

For Consultant:  
(tbd)

#### **A10.07 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.

#### **A10.08 Joint Preparation**

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

#### **A10.09 Priority Of Provisions**

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

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

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the 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.

#### **A10.11 Time**

Time is of the essence in this Agreement.

#### **A10.12 Compliance With Laws**

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations and resolutions including, without limitation, the Americans with Disabilities Act (“ADA”), as amended, and all applicable

guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. The Consultant represents and warrants that there will be no unlawful discrimination as provided by law in connection with the performance of this Agreement.

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

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.

**A10.12- 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.

**A10.12-3 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.

**A10.13 No Partnership**

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

**A10.14 Discretion of Town Manager**

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

**A10.15 Resolution of Disputes**

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

The initial step shall be for the Consultant to notify the Procurement Manager in writing of the dispute identified in Article A10.06, Notices. Consultant must, within five (5) calendar days of the initial notification, all supporting documentation to the Procurement Manager. Failure to submit 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.

**A10.16 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.

**A10.17 Third Party Beneficiary**

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

**10.18 No Estoppel**

Neither the Town's review, approval or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Consultant will be and 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 – COMPENSATION

### Article B1 Wage Rates

#### B1.01 Fee Basis

All fees and compensation payable under this Agreement must be formulated and based upon the certified negotiated Wage Rates stated in Schedule 1 of the Agreement. Schedule 1 identifies the professions, job categories or employees expected to be used during the term of this Agreement. Said Wage Rates are the effective direct hourly rates, as approved by the Town, of Consultant's 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.

Payments for Services will be paid in accordance with Schedule 2. Upon completion of a task and its acceptance of the task by the Town the Consultant may submit an invoice to the Town for payment. Consultant must use the Town's Standard Consultant Invoice Form. All payments will be issued in accordance with the State of Florida Local Government Prompt Payment Act.

#### B1.02 Multiplier

For Work assigned under this Agreement, a maximum multiplier of 2.X. Should the Consultant have an approved multiplier with the State of Florida, Miami Dade County or other public entity within Broward or Miami-Dade Counties, the Town may elect to utilize any these multipliers, at its sole discretion. 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 must 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.

#### B1.03 Calculation

Said Wage Rates are to be utilized by Consultant in calculating compensation 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.

### Article B2 Computation of Fees and Compensation For Additional Services

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

#### B2.01 Lump Sum

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

**B2.01-1 Lump Sum Fixed Fee:** shall be the total amount of compensation to be paid to the Consultant for the Services performed. Lump Sum Fees shall be calculated by Consultant utilizing the Wage Rates established in Schedule 1 of the Agreement.

**B2.01-2 Lump Sum Not to Exceed Fee** shall establish the maximum amount of compensation to be paid to the Consultant for the Services performed. Lump Sum Fees shall be calculated by Consultant utilizing the Wage Rates established in Schedule 1 of the Agreement.

## **B2.02 Hourly Rate Fees**

**B2.02-1** Hourly Rate Fees are those rates for Consultant identified in Schedule 1 Wage Rates. Hourly Rate Fees shall be used only in those instances where the parties agree that it is not possible to determine, define, quantify and/or calculate the complete nature, or aspects, tasks, man-hours, or milestones for a particular task 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.

## **B2.03 Reimbursable Expenses**

Any fees for authorized reimbursable expenses must not include charges for any expenses identified in Article B1.03, 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 will be a Reimbursable Expense.

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

The following rules prevail for the items listed below:

### **B2.03-1 Transportation**

Identifiable transportation expenses in connection with the Services are subject to Section 112.061, Florida Statutes, as amended, excluding, however, all, general automobile transportation expenses within Miami-Dade, and Broward 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.

### **B2.03-2 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 within Miami-Dade, Broward or Palm Beach Counties will not be reimbursed.

### **B2.03-3 Communication Expenses**

Identifiable communication expenses approved, in writing in advance by the Town 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.

### **B2.03-4 Reproduction, Photography**

Cost of printing, reproduction which is required by the Town that is above what is required in the Agreement will be reimbursed at the actual cost to the Consultant.



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, shall be the official act and deed of the corporation.

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

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

Secretary: \_\_\_\_\_

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

**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**

<b>NAME</b>	<b>JOB CLASSIFICATION</b>



# Consultant Project Proposal

Date: 1/22/15

Dear Mr. Fabrikant:

**The Corradino Group** proposes to provide the services identified below for the project entitled “**Alternative To Traffic Concurrency Study**”, pursuant to the Professional Service Agreement provided by Town of Miami Lakes for Transportation Consulting services, dated 11/7/14.

## I. General

The Corradino Group is a nationally firm in many fields including transportation planning and growth management. Headquartered in Doral since 1971 the firm’s leverages its 150 employee talent base to create notable innovative solutions for its clients. These have resulted in added value by allowing communities to continue to provide economic opportunity while focusing on sustainable growth and the diversification of their transportation mobility systems. The firm has worked to implement similar strategies for places facing similar issues such as Miami Beach, Miami Gardens, Hialeah, Homestead and Sarasota. In each community traditional concurrency measurements threatened to stop future development and economic growth. While the detail solutions were all different, Corradino’s approach was to understand the problem, then determine responsible land use, zoning, and transportation and policy solutions to enable economic development to continue, albeit in a more context sensitive manner. Critical in this was the understanding that development in terms of intensity and scale needed to be appropriate for its location. Similarly, concurrency should not, and could not only measure automobile trips, therefore multimodal capacity would need to be planned to absorb and provide for the mobility of the people generated by the future development. Finally legislative and measurement tools would need to be created and implemented to satisfy state requirements. Corradino’s, mobility plans, Transportation Concurrency Management Areas, and Automated Concurrency Management Systems were the first of their kind. Not only have the strategies been innovative but the individual projects that have implemented them have been as well. They have resulted in award winning efforts both at the local and regional level. Corradino was influential in the planning and implementation of the Metrorail, (the State’s first Heavy Rail), the US-1 Busway, (one of the nation’s first Bus Rapid Transit Systems), the I-95 Express, (one of the nation’s first BRT/managed lane systems), and the firm has developed and measured many transit systems and local circulators across the nation. Similarly Corradino has pioneered concepts such as using Bus on Shoulder lanes, Safe Routes to School and Bicycle and Pedestrian networks in communities throughout the nation. Additionally the firm has produced award winning bicycle and pedestrian master plans, implemented multiple safe routes to schools programs, and developed award winning methods of measuring and tracking concurrency.

Central to the firm’s growth management philosophy is the understanding that the traditional method of measuring concurrency may have been adequate in the mid 1980’s or for newer lesser developed communities but it needs to be modified in today’s maturing communities seeking to continue to grow economically in a contemporary and responsible manner. These alternative concurrency strategies are based on a foundation of what can be considered “complete streets”, where public right of ways are provided with capacity for all modes of travel. By doing so policy initiatives can shift so that person trips, not vehicle trips are utilized as the basis for counting impact and capacity. This approach represents a paradigm shift in how municipalities utilize their public rights of ways. The communities that employ this approach will see the value of their property increase faster than those who don’t.

## II. Scope of Work

The Corradino Group believes that the premise of this analysis is to provide a method of calculating transportation capacity in modes of travel other than roadway capacity. This is to be underpinned by a

program of multimodal improvements to provide alternative capacity. The creation of such a system will be dependent on multiple tasks, including the research and analysis of best practices employed by various communities, providing first hand analysis to develop strategies, then implementing those strategies through a methodology that accomplishes the community goals. Many places have done similar things to various extents. Understanding each of these will help structure the Miami Lakes Strategy.

The Town recognizes that continued growth in the region is placing a strain on the Town's transportation system resulting from vehicular congestion that is compromising the quality of life for residents and adversely impacting the community's sense of place. This is exhibited in the fact that the many roadways in the Town operate at LOS F.

Ultimately a plan of this nature responds to the stated need to diversify the mobility system, and implements a list of multimodal improvements based on a scientific analysis of modal capacity and utilization. It is understood that several planning efforts have already been performed that provide this palate of improvements. These include the Town of Miami Lakes Comprehensive Plan, the 2004 Transportation Master Plan. These coupled with the FDOT Work Program and Miami-Dade MPO Transportation Improvement Plan (TIP) and Long-Range Transportation Plan (LRTP) will provide the bulk of the recommended projects, therefore, data collection, and analysis of the multimodal systems to generate specific transportation projects will not be required.

The following scope of work anticipates shared responsibilities between the Consultant and the Town Staff as stated in the RFQ. Below are the consultant's responsibilities.

### **Task 1: Mobilization and Stakeholder Coordination**

Corradino will assist with this task by developing a presentation which concisely and effectively communicates the goals of the analysis for a multi-tiered audience including technical professionals, elected officials and the general public. The firm understands that the ability to commutate complex issues is often the critical factor in getting such projects approved. Corradino has done so in a variety environments and has successfully implemented extremely complicated efforts.

#### **1.1 Kickoff Meeting**

An initial meeting will be held between the Town staff and The Corradino Group to introduce the concepts and develop a mutual understanding of the goals of this effort. This is critical in framing the staff's expectations to the Consultant so that all objectives are met.

#### **1.2 Information/Data Gathering**

It is anticipated that Corradino will need to gather information relative to agency work programs, existing or planned projects, etc.

#### **1.3 Coordination and Review of Staff Presentation**

Corradino will review presentation materials and other information as a result of this task.

### **Task 2: Data Collection and Existing Conditions Analyses**

In this task Corradino will utilize the Town staff's analysis to develop the Transportation Mobility Analysis Report, which is envisioned as essentially a multimodal transportation master plan. It will categorize currently planned projects from the various planning studies produced by the Town, into various modal categories including: roadway, bike/pedestrian, transit, and Policy (TDM). Projects in each category which exist as part of the Towns plans or other agencies plans should be described as to their location, purpose, need and cost to plan, design, construct, and implementing responsibility. It is anticipated that Corradino will work with staff in specifying analysis needs. All projects will be mapped.

### 2.1 Review of Staff Gathered Related Planning Efforts/Literature Review and Planned Projects

Corradino will analyze the staff's literature review and begin to conceptualize the project outline relative to a project bank of currently planned mitigation projects by mode (Bicycle/Pedestrian; Roadway Capacity, Transit, Policy (TDM/TSM)). It is anticipated that these will need to be refined, as to their purpose, need, and cost. This will be necessary as the foundation of the rational nexus between the need for the project, its cost and the Town's ability to legally use it as a mitigation strategy for development impact.

### 2.4 Compilation of Transportation Mobility Analysis Report

The mitigation projects once refined will be mapped in a GIS format and categorized in tabular form, as well as explained in summary text. This will essentially form a project bank of multi-modal projects set to form the basis of the transportation capacity necessary to satisfy growth. It is anticipated that this will need to be refined and perhaps added to. It will be recommended that this be a working document to be updated frequently. It will be the foundation of strategies and the measurement system in tasks 3 and 4.

## **Task 3: Identification of Strategies**

Strategies will be developed that focus on the implementation of the various categories of transportation infrastructure improvement. Important to this is to understand the existing remaining capacities on the roadway system, and project that into the future based on the projected development. Also to determine the level of service of all other modes (bicycle, pedestrian and transit). Depending on the status of the remaining capacity, a variety of efforts can be planned to increase capacity, via alternative modes, demand or system management measures, or shifting land use strategies to areas where capacity remains.

In 2013, the Town completed the Commute Trip Reduction Program that identified strategies to help mitigate traffic congestion. The Program recognizes that a comprehensive system of transit, bicycle, and pedestrian infrastructure combined with Transportation Demand Management (TDM) strategies will play a crucial role in maintaining mobility and reducing automobile dependency. Based on these strategies will be developed that accomplish the key goals of the program which include: reducing dependence on single occupant vehicles; reducing peak hour traffic congestion on Town roadways; increasing efficiency of the existing transportation system; offering mobility choices through provision of multimodal transportation infrastructure; providing sustainable lifestyle choices to residents of the community; and enhancing the livability of the Town of Miami Lakes.

It is recommended that the improvements to address congestion be accomplished through the use of alternative modes, Transit and Transportation Demand Management initiatives in addition to traditional roadway improvements. Many of these projects are already specified, like the TDM measures and the Town Circulator services which will consist of two routes.

### 3.1 Analyze Remaining Capacities by Mode

Critical to understanding where and when to place multi-modal infrastructure is an assessment of the level of service of each mode in each area. This can largely be taken from existing sources for the roadway system, but is likely to be required to be generated via this report for transit, and bicycle and pedestrian systems. This is done through on-site analysis of specified corridors within the community. It will dictate future projects to be undertaken as part of this effort.

### 3.2 Best Practices Review

What other communities have done will be reviewed, presented and discussed. This will guide the development of a unique strategy tailored specifically to Miami Lakes.

### 3.3 Strategy Development

Prior to this point in the analysis much of the work will be scientific in nature. Understating project goals, evaluating land use densities, intensities and locations, locating planned multimodal projects, etc. Yet to

develop a strategy is more of an art than a science, and is typically best done in an iterative manner. This sub-task will begin with a coordinative meeting between the Town Staff and Corradino to generate initial ideas, based on the capacity needs by mode, and the understanding of specific strategies employed by other communities. Corradino will then return to the office and flesh out creative strategies. In developing strategies the needs of the various modes in various land use areas will be developed. A few weeks later the Town and Corradino will meet again in a working session to further refine the strategies. Once agreed upon, the rational for each will be developed.

#### **Task 4: Development of Point Base System**

Each of the mobility strategies identified in the previous task will be assigned points that would be given if utilized. The potential development types and intensities will be assigned a point total that they must achieve (by use of the strategies) to be approved. Each project within each general category will be assigned a number of points. It is generally assumed that the more multi-modal the strategy, the more points it will be worth. The development review process in the future will require that developments achieve a number of points as a prerequisite for approval. Developments with lessee relative impact will require less points, and developments with greater relative impact will require more points. The quantity of points required will be based on geographic location, development type, and development intensity. This will be a locational, qualitative and quantitative assessment of development.

The applicant may choose to implement or contribute to higher point value projects as a way of achieving a sufficient score. This will result in the multimodal transportation system being funded at a greater rate than the roadway capacity system, over time providing a critical mass and subsequently making these competitive and viable options for mobility.

##### **4.1 Client Meeting**

Similar to the development of the strategies, the development of the points system will begin with a team meeting between the Town and Corradino.

##### **4.2 Assessment of Development Impact Methodology**

Corradino will consider the type of anticipated development based on the future land use map densities and intensities. This will assist in the development of a methodology by which to begin to categorize developments. This will potentially be done for Residential, Commercial and Industrial Development types, and it will consider their size, impact, desirability and computability with various geographic areas.

##### **4.3 Assessment of Mitigation Projects by Category**

Each type of development will need to be mitigated in each geographic area of the city. It is anticipated that each area will need to be assigned specific mitigation projects, or general efforts to be undertaken in each of the multi-modal categories. This will be assessed and defined here by using the work completed in task 2.

##### **4.4 Review of Conformance with Statutes**

The draft points schedule will be checked against current state statutes for compatibility.

#### **Task 5: Implementation Plan**

This task will suggest the amendments to the Comprehensive Plan and Land Development Code that would need to be made to implement the system. After this analysis it is anticipated that there may be changes desired to the Future Land Use Map, the individual densities or intensities in the FLUM categories, or the Zoning that implements them. The logical form is that used in an Evaluation and Appraisal Report.

##### **5.1 Enumeration of Comprehensive Plan Goals, Objectives and Policy Changes**

Specific recommendations will be detailed and listed.

## 5.2 Enumeration of Land Development Code Changes

Specific recommendations will be detailed and listed.

### Task 6: Final Report

Corradino will provide a highly graphic easily understood executive summary of 12 or less pages to be used as a “next steps guide” to implementing this effort. The benefit of this is that it will function as a user’s guide specifying exactly what needs to be done and when in order to have an alternative concurrency management system in place.

#### 6.1 Executive Summary

All project documentation on a task by task will be consolidated and refined in to a 12 page, highly graphic, easily understood executive summary, detailing the existing and future levels of service by mode, the recommended mitigative projects by area, their cost and priority, as well as the strategies, and methodology of the point system.

#### 6.2 Implementation Plan

How, when and Why this all needs to be done will be detailed in the implementation plan, with “next steps” in chronological order.

#### 6.3 Final Report

The entire effort will be memorialized in a report. This will ultimately serve as the rational nexus for the Alternative to Traffic Concurrency System.

### III. Subconsultants

**No Subconsultants will be used on this project.**

### IV. Schedule of Work – Time of Performance

Consultant shall submit the Deliverables and perform the Work as depicted in the tables below  
(additional pages may be added as needed)

<b>SCHEDULE OF DELIVERABLES</b>			
<b>Task, Sub-task, or Activity ID #</b>	<b>Major Task, Sub-Task, Activity, or Deliverable</b>	<b>Duration (specify weeks or calendar days)</b>	<b>Delivery Date* (cumulative weeks, or calendar days)</b>
1	Mobilization and Stakeholder Coordination	30 days	NTP + 30 days
2	Data Collection and Existing Conditions	30 days	NTP + 45 days



3	Identification of Strategies	30 days	NTP + 75 days
4	Development of Point Based System	45 days	NTP + 120 days
5	Implementation Plan	20 days	NTP + 135 days
6	Final Report	20 days	NTP + 150 days

*\* An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the Town upon receipt of the NTP.*

**V. Compensation**

Consultant shall perform the Work detailed in this Proposal for a Total fee of Forty Four Thousand, Two Hundred Fifty dollars and zero cents (\$44,250.00). The Town shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. Said fee includes an allowance for Reimbursable Expenses required in connection with the Work, which shall not exceed \$1,500. Said Reimbursable Expenses shall be used in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061.

<b>SUMMARY OF COMPENSATION*</b>			
<b>Task, Sub-task, or Activity ID #</b>	<b>Major Task Name and/or Activity Description</b>	<b>Fee Amount</b>	<b>Fee Basis</b>
1	Mobilization and Stakeholder Coordination	\$ 1,990	Hourly Rate, Not to Exceed
2	Data Collection and Existing Conditions Analysis	\$ 5,004	Hourly Rate, Not to Exceed
3	Identification of Strategies	\$ 12,076	Hourly Rate, Not to Exceed
4	Development of Point Based System	\$ 12,076	Hourly Rate, Not to Exceed
5	Implementation Plan	\$ 6,050	Hourly Rate, Not to Exceed
6	Final Report	\$ 4,593	Hourly Rate, Not to Exceed
	<i>Subtotal – Professional Fees</i>	\$ 41,790	
	Principal	\$ 960	Hourly Rate, Not to Exceed
	<i>Allowance for Reimbursable Expenses</i>	\$ 1,500	
	<b>TOTAL</b>	\$ 44,250	Hourly Rate, Not to Exceed

*\*Note: Compensation should match the Task, Activities, and/or Deliverables identified.*

**VI. Additional Services**

The Town may establish an allowance for additional services requested by the Town and for unforeseen circumstances, which shall be utilized at the sole discretion of the Town.

The following services are not included in our basic services:

- Traffic Counts/Level of Service Analysis
- Work not contemplated in above scope of services

**VII. DATA PROVIDED BY THE TOWN**

The following information or documents are to be provided by the Town:

- Comprehensive Plan
- Land Development Code
- All Previous Transportation Planning and Engineering Documents Produced by the Town

**VIII. PROJECT MANAGER**

Consultant's Project Manager for this Project will be

Submitted by:  \_\_\_\_\_  
 Joseph M. Corradino  
 The Corradino Group

Reviewed and approval in concept recommended by: \_\_\_\_\_

Department Director

Procurement Manager