

## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Coral Gables (hereinafter called the "City"), and Atkins North America, Inc. (hereinafter called the "Professional").

### **RECITALS**

**WHEREAS**, the City desires to enter into an agreement with the Professional to develop a Comprehensive Multi-Modal Transportation Plan (the "Project"); and

**WHEREAS**, the City having investigated the qualifications of the Professional to perform the services herein contemplated and found those qualifications satisfactory; and

**WHEREAS**, the Professional having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed desires; and

**WHEREAS**, the Professional agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional for the development of a Comprehensive Multi-Modal Transportation Plan.

### **I. GENERAL PROVISIONS**

This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The City reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The Professional shall perform the services as specifically stated in the Request for Qualifications (RFQ), which is attached hereto and incorporated herein as Exhibit A; and further defined in the Coral Gables Comprehensive Transportation Plan Scope of Work; Phases and Tasks; Cost Summary; and Project Schedule, attached hereto and incorporated herein as Exhibit B, and as may be specifically designated and authorized by the City.

1.1 Engagement. The City agrees to engage the Professional for a period specified in paragraph 1.2, and the Professional agrees to accept such engagement and to perform such services for the City upon the terms, and subject to the conditions set forth herein.

1.2 Agreement Period. The terms of the Agreement (the "Professional Period") shall commence within ten (10) days of the execution date and shall continue thereafter pursuant to the Project Schedule in Exhibit B or until terminated by the City upon thirty (30) days written notice to the Professional, in accordance with the notice requirements contained in Section XIII. This period maybe extended upon mutual agreement between the City and the Professional, for an additional one (1) year period,

or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XIII.

1.3 Duties and Responsibilities/Priority of Interpretation. The Code and any City resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) City Resolution and applicable Code provisions;
- b) City Request for Qualifications (RFQ) (Exhibit A);
- c) Comprehensive Transportation Plan Scope of Work; Phases and Tasks; Cost Summary; and Schedule (Exhibit B);
- d) Professional's response to RFQ
- e) Insurance Certificates

During the Agreement Period, the Professional will serve as a Consultant to the City and will assist the City in the creation of a Comprehensive Multi-Modal Transportation Plan, including reviewing background information and previous studies, data collection and analysis, inclusive public involvement, recommendations and project development, implementation strategy, and development of policy guidance to support recommendations in the development of the final ten year comprehensive Multi-Modal Transportation Plan document in accordance with the terms, conditions and specifications contained in this Request for Qualifications (RFQ). The Multi-Modal Transportation Plan shall serve as a tool that may be utilized in subsequent years by City departments and policy makers in analyzing annual transportation priorities to best meet overall community short-term and long-term goals, pursuant to Request for Qualifications 2015.07.14 (Attached hereto).

1.4 Background Investigation. The Professional agrees that all employees including the Professional may be subject to an annual background investigation.

1.5 Polygraph Examination. N/A.

1.6 Medical, Drug Screening and Check-ups. All Professionals, their employees, agents and sub consultants must satisfactorily complete the City's pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the City's Drug Free Work Place Policy at Professional 's expense. The City may require that the Professional and/or their employees, agents and sub consultants performing services for the City submit to a yearly medical and drug screen examination, at Professional's expense.

1.7 Drug Testing. The Professional agrees to submit to unannounced drug testing at the request of the Director or designee.

1.8 Driver's License. At City's option, the Professional must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or sub consultant and be willing and able to operate any required vehicles as authorized by the City. Evidence of compliance with the Defensive Driving Course must

be submitted to the City prior to operating a City vehicle or any vehicle where patrons or children are passengers. Individuals must be approved by the Risk Management Division of the City prior to the operation of a City owned vehicle and/or privately owned vehicles while conducting City business. The City reserves the right to request the employee/agent's driving record from the State of Florida, at Professional's expense.

1.9 Confidential Information. The Professional agrees that any information received by the Professional for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations.

1.10 Most Favored Public Entity. The Professional represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Professional's prices decline, or should Professional, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

## **II. PROFESSIONAL SERVICES**

2.1 Basic Services. The duties and responsibilities are outlined in the RFQ.

2.2 Reporting. The Professional shall comply with the necessary reporting requirements as outlined by the Director or designee for review. In addition, the Professional shall submit a monthly report to the Director or designee, which shall include detailed information regarding the activities of the Professional during the previous month.

2.3 Availability of Professional. The Professional shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

## **III. COMPENSATION**

3.1 Basic Compensation. In full consideration of the services of the Professional hereunder, the Professional shall be paid an amount not to exceed \$300,000 as outlined in the Scope of Work, Project Phases and Tasks, and Cost Summary here attached. The City reserves the right to contract with the Professional for additional services. Any increase in the agreed upon amount shall be approved by the Procurement Division or designee, and shall be in accordance with applicable City and State regulations.

3.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Professional with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Director or designee.

## **IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS**

4.1 Independent Contractor and Professional. The Professional acknowledges entering into this Agreement as an independent Contractor and

Professional, and that the Professional shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Professional's services, or those of employees of the Professional. The City shall not withhold from sums payable to the Professional, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Professional, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

4.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Professional.

4.2.1 Professional warrants that it fully complies with all Federal statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal statutes and regulations. Professional shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Professional or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

4.2.2 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

4.2.3 Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, the Professional shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other Professional's and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Professional, any sub consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any sub consultant or any person or organization directly or indirectly employed by Professional) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-952(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

4.2.4 In any and all claims against the City or any of its elected and appointed officials, consultants, agents, or employees by any employee of Professional, any sub consultant, any person or organization directly or indirectly employed by any of them to

perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

## V. INSURANCE

5.1 Without limiting Professional's indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables  
Insurance Compliance  
PO Box 12010 -CE  
Hemet, CA 92546-8010

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the City is to be given advance written notice by receipted delivery at least thirty (30) days in advance of any cancellation, non-renewal or material change of the insurance policy.

5.2 The Professional shall maintain during the terms, except as noted, of this Agreement the following insurance:

a. **Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated to pay as damages for claims arising out of the services performed by the Respondent or any person employed, contracted and/or subcontracted in connection with this Agreement. This insurance shall be maintained for three (3) years after any work covered by this Agreement.

b. Comprehensive general liability insurance with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name City as additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. Worker's Compensation Insurance for all employees of Professional as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000

d. Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. Other (or increased amounts of) insurance which City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

f. All policies shall contain waiver of subrogation, except Professional Liability, against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

g. All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

h. The City shall be named as an additional insured on a primary and non-contributory basis for the General and Auto Liability Policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

i. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to City prior to cancellation, non-renewal or material change.

j. The Professional shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as and additional insured on a primary and non-contributory basis and that the Professional has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days advance written notice to the City.

5.3 Failure on the part of the Professional to obtain and maintain all required insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Professional's performance or terminate this Agreement.

## **VI. SOVEREIGN IMMUNITY**

6. The Professional acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Professional against the City other than claims arising out of this Agreement. Specifically, the Professional acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Professional acknowledges that this Agreement in no way estops or affects the CITY's exercise of its regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The PROFESSIONAL acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the

parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;

- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any CITY employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and PROFESSIONAL.

## **VII. STANDARD OF CARE**

7.1 The Professional shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable Professional under similar circumstances and the Professional shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

7.2 The Professional warrants that all services shall be performed by skilled and competent personnel to the highest Professional standards in the field.

## **VIII. NON-DISCRIMINATION**

8.1 EEO and ADA: The Professional must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

8.2 It is understood that the Professional shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

8.3 City Policy Regarding Conduct. All Professionals, their employees, agents and sub consultants must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of City policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

## **IX. CONFLICT OF INTEREST**

9.1 The Professional represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Professional agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Professional, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

## **X. CONFIDENTIALITY**

10.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Professional under this Agreement shall be made

available to any individual or organization by the Professional without prior written approval of the City.

## **XI. OWNERSHIP OF DOCUMENTS**

11.1 Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

## **XII. TRUTH-IN-NEGOTIATION CERTIFICATE**

12.1 Execution of this Agreement by the Professional shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

12.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

## **XIII. NOTICE**

13.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as to the City of Coral Gables shall be to:

City Manager  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134

cc: City Attorney

Notice as to the Professional shall be to:

Atkins North America, Inc.  
Jack S. Schnettler, P.E.  
Vice President, Transportation  
2001 N.W. 107<sup>th</sup> Avenue  
Miami, FL 33172

## **XIV. DEFAULT AND TERMINATION**

14.1 The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the Professional. In the event of a termination



for cause, due to the Professional's failure to perform in accordance with the terms of this Agreement or the Professional's repudiation of this Agreement by word or conduct, The City may immediately terminate the Agreement and the Professional shall be paid any sums otherwise due and owing under this Agreement only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. In the event of a termination for convenience, the Professional shall be paid for all services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and the Professional shall not be entitled to any other compensation or damages from the City. If, after notice of termination for cause, it is determined for any reason that Professional was not in default, the rights and obligations of the City and the Professional shall be the same as though the termination had been a termination for convenience. In no event shall the City be liable to Professional for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and Professional hereby waives the same. Professional may terminate this Agreement due to the City's failure to comply with the material terms of this Agreement after giving City thirty (30) days written notice of its purported default and a reasonable opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by Professional or sub consultants, whether finished or not, shall become City property. Failure to timely deliver the documentation shall be cause to withhold any payments due, without recourse by the Professional, until all documentation is delivered to the City.

#### **XV. UNCONTROLLABLE FORCES**

15.1 Neither the City nor Professional shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **XVI. MODIFICATION**

16.1 This Agreement may not be amended or modified unless in writing and signed by both parties.

#### **XVII. ASSIGNMENT AND SUBCONTRACTING**

17.1 This Agreement and the rights of the Professional and obligations hereunder may not be assigned, delegated or subcontracted by the Professional without the express prior written consent of the City. Any assignment, delegation or subcontract

without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The City may assign its rights, together with its obligations hereunder.

## **XVIII. AUDITS**

18.1 The Professional shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Professional shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Professional shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Professional agrees that City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Professional and made available to the City during the terms of this Agreement and for a period of three (3) years thereafter unless City's written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by Professional at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Professional shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Professional's place of business.

In the event that an audit is conducted by Professional specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Professional, then Professional shall file a copy of the audit report with the City's Auditor within thirty (30) days of Professional's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Professional to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

18.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Professional regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Professional, then the difference shall be either repaid by Professional to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Professional from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Professional, then the difference shall be paid to Professional by cash payment.

## **XIX. AVAILABILITY OF FUNDS**

19.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

## **XX. COMPLIANCE WITH LAWS**

20.1 In performance of the services, the Professional will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Professional to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to this Agreement.

20.2 Conflict of Interest. Professional covenants that no person employed by the Professional which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Professional further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Professional or its employees must be disclosed in writing to City.

20.3 Professional is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

## **XXI. FEDERAL AND STATE TAXES**

21.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Professional. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Professional be authorized to use the City's Tax Exemption Number in securing such materials.

## **XXII. SUCCESSORS AND ASSIGNS**

22.1 The City and the Professional each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. The Professional shall not assign this Agreement without the express written approval of the City via executed amendment.

## **XXIII. CONTINGENT FEES**

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

## **XXIV. ENTIRETY OF AGREEMENT**

24.1 The City and the Professional agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Professional pertaining to the services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be

added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

## **XXV. COUNTERPARTS**

25.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

## **XXVI. WAIVER**

26.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

## **XXVII. SEVERABILITY, SURVIVAL**

27.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

## **XXVIII. GOVERNING LAW AND VENUE**

28.1 The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

28.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

## **XXIX. TIME IS OF THE ESSENCE**

29.1 Time is of the Essence. If any anticipated or actual delays arise, Professional shall immediately so notify the City. Regardless of notice if services or deliveries are not made at the time agreed upon, the City may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 13.1 (Termination by Default).

### **XXX. WAIVER OF TRIAL BY JURY**

30.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE CONTRACT DOCUMENTS, OR ARISING OUT OF , UNDER, OR IN CONNECTION WITH, THE CONSTURCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

### **XXXI. FLORIDA PUBLIC RECORDS LAW FLORIDA STATUTES CHAPTER 119, *et seq.***

31.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

### **XXXII. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

32.1 On behalf of themselves, their governing officers and employees, the parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise including, but not limited to losses of use, excess construction costs, alternative methods, or losses of funding.

### **XXXIII. HEADINGS**

33.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

**REMAINDER OF PAGE LEFT BLANK**

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

Approved as to Insurance:

AS TO CITY:

\_\_\_\_\_  
David J. Ruiz  
Risk Management Division

\_\_\_\_\_  
Catherine Swanson-Rivenbark  
City Manager

Approved by Department Head  
or head of negotiations team as to  
the negotiated business terms

ATTEST:

\_\_\_\_\_  
Jessica Keller  
Assistant Director, Public Works

\_\_\_\_\_  
Walter J. Foeman  
City Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Approved as to compliance with  
Applicable Procurement Requirements:

\_\_\_\_\_  
Craig E. Leen  
City Attorney

\_\_\_\_\_  
Michael P. Pounds,  
Chief Procurement Officer

Approved as to Funds Appropriation:

\_\_\_\_\_  
Diana M. Gomez, Finance Director

ATTEST:

AS TO PROFESSIONAL

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
President

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

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

(SEAL)

(OR)  
WITNESSES (2):

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

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

# **CITY OF CORAL GABLES**

**FINANCE DEPARTMENT / PROCUREMENT DIVISION**

405 Biltmore Way – Coral Gables, FL 33134



## **REQUEST FOR QUALIFICATIONS**

**RFQ 2015.07.14**

## **COMPREHENSIVE MULTI-MODAL TRANSPORTATION PLAN**

**Submittal Deadline / RFQ Opening: 2:00 p.m. Tuesday, August 11, 2015**

**EXHIBIT A**

**RESPONDENT ACKNOWLEDGEMENT**

<p><b>RFQ Title: COMPREHENSIVE MULTI-MODAL TRANSPORTATION PLAN</b></p> <hr/> <p><b>RFQ No. 2015.07.14</b></p> <p>A cone of silence is in effect with respect to this RFQ. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code.</p>	<p>Qualification Statements must be received prior to <b>2:00 p.m., Tuesday, August 11, 2015</b> and may not be withdrawn for a period of up to 120 calendar days after opening. Proposals received by the date and time specified will be opened in the Procurement Office located at 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155. All proposals received after the specified date and time will be returned unopened.</p> <p>Contact: Pamela J. Leja-Katsaris        Title: Assistant Chief Procurement Officer        Telephone: 305-460-5102 or 305-460-5115        Facsimile: 305-261-1601        Email: <a href="mailto:contracts@coralgables.com">contracts@coralgables.com</a>  <a href="mailto:pkatsaris@coralgables.com">pkatsaris@coralgables.com</a></p>
---	--

**THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE QUALIFICATIONS SUBMITTAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING**

Respondent Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: ___ Partnership: ___ Individual: ___ Other: ___	Fax No.:
Bid Bond / Security Bond (if applicable) _____%	Email:

**ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFQ SUBMITTAL FORMS, INSURANCE, ADDENDUM(S) ACKNOWLEDGEMENT AND ALL PAGES OF THE RFQ DOCUMENT MAY RENDER YOUR RFQ NON-RESPONSIVE.**

THE RESPONDENT CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFQ DOCUMENTS AND THAT THE RESPONDENT HAS MADE NO CHANGES IN THE RFQ DOCUMENT AS RECEIVED. THE RESPONDENT FURTHER AGREES IF THE RFQ IS ACCEPTED, THE RESPONDENT WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE RESPONDENT AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFQ PERTAINS. FURTHER, BY CHECKING THE AGREE BOX LISTED BELOW AND BY SIGNING BELOW PREFERABLY IN **BLUE INK**. ALL RFQ PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS RFQ FOR THE ABOVE RESPONDENT.

Agree  **(Please check box to acknowledge this solicitation)**

\_\_\_\_\_

*Authorized Name and Title Date*



**CORAL GABLES, FL**  
 City of Coral Gables, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155  
 Finance Department / Procurement Division  
 Tel: 305-460-5102, Fax: 305-261-1601

**PUBLIC NOTICE**

**Request for Qualifications (RFQ) No. 2015.07.14**

The City of Coral Gables is seeking statements of qualifications from experienced firms interested in providing professional services to conduct a ten year comprehensive multi-modal transportation plan, pursuant to Florida Statute 287.055 "Consultants Competitive Negotiation Act" (CCNA).

The Request for Qualifications may be picked up at the Procurement Office, at a cost of \$15.00 for a digital copy (CD.pdf format). Payment in the form of cash, check or money order payable to the City of Coral Gables is accepted. Request via email must include the project title and number, the company name, address and contact information of the requestor and directed to [contracts@coralgables.com](mailto:contracts@coralgables.com).

Any request for additional information or clarification must be received in writing no later than **Tuesday, July 28, 2015, until 4:00 PM**. Respondents should not reply on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ.

Qualification Statements submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division Office, 2800 SW 72<sup>nd</sup> Avenue, Miami, Florida 33155.

Qualification Statements for **RFQ No. 2015.07.14** will be received until **2:00 PM, Tuesday, August 11, 2015**. The City of Coral Gables will not accept, and will in no way be responsible for, any submissions received after the stipulated deadline. The responsibility for submitting Proposals before the stated time and date is solely the responsibility of the Respondent.

Proposals will be opened promptly thereafter. One (1) original proposal, four (4) copies and one (1) digital (*pdf format*) must be signed and submitted in a sealed envelope and clearly marked: **Title: Comprehensive Multi-Modal Transportation Plan - RFQ No. 2015.07.14.**

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

***All events will be held in the Procurement Division Office located at 2800 S.W. 72 Avenue, Miami, FL in accordance with the anticipated Schedule of Events.***

<b>RFQ Advertisement</b>	<b>Tuesday, July 14, 2015</b>
<b>Non-Mandatory Pre-Qualifications Conference</b>	<b>10:00 am, Tuesday, July 21, 2015</b>
<b>Written Questions</b>	<b>4:00 pm, Tuesday, July 28, 2015</b>
<b>Answers to Written Questions</b>	<b>4:00 pm, Tuesday, August 4, 2015</b>
<b>Qualification Submittal Deadline</b>	<b>2:00 pm, Tuesday, August 11, 2015</b>
<b>Evaluation Committee Meeting</b>	<b>Tuesday, August 25, 2015</b>
<b>Respondent Interviews (if applicable)</b>	<b>Monday, August 31, 2015</b>
<b>Commission Award</b>	<b>September, 2015</b>

Award of Proposal will be made to the highest ranked responsive and responsible Respondent based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities at any time during the RFQ solicitation process.

This Request for Qualifications is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>

Click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53

- Code of Silence – Sec. 2-1059
- Code of Ethics – Sec. 2-1055
- Conflict of Interest - Sec. 2-677
- Debarment Proceedings – Sec. 2-952
- Protest Procedures – Sec. 2-950

Click on City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Chief Procurement Officer

## **CONE OF SILENCE**

**Request for Qualifications (RFQ) No. 2015.07.14**

***NOTICE TO ALL BIDDERS AND RESPONDENTS***

**Definition:**

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), Invitation for bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

**Imposition:**

A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), Request for Proposals (RFQ) and any other solicitation when advertised.

**Termination:**

The cone of silence shall terminate at:

- (1) The time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) the time that bids or proposals are rejected by the City Commission or the City Manager.

**Violations:**

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

# TABLE OF CONTENTS

## Request for Qualifications (RFQ) No. 2015.07.14

**Qualifications Submittal Requirements and Checklist**.....Page 6

### **Section 1**

1.0 Introduction to Request for Qualifications (RFQ).....Page 8

### **Section 2**

2.0 Scope of Services.....Page 12

### **Section 3**

3.0 General Conditions.....Page 14

### **Section 4**

4.0 Indemnification, Hold Harmless & Insurance Requirement.....Page 17

*Check List when Evidencing Insurance*.....Page 21

### **Section 5**

5.0 Qualifications Submittals Evaluation Process.....Page 22

### **Section 6**

*All items under this Section are to be returned signed, where applicable. A line should be drawn across a form which is not applicable*

6.0 RFQ Checklist .....Page 24

Schedule "A" Certificate of Consultant.....Page 25

Schedule "B" Non-Collusion and Contingent Fee Affidavit .....Page 26

Schedule "C" Vendor Drug-Free Statement.....Page 27

Schedule "D" Consultant's Qualifications Statement.....Page 28

Schedule "E" Statement of No-Response.....Page 30

Schedule "F" Code of Ethics, Conflict of Interest, and Cone of Silence.....Page 31

Schedule "G" Americans With Disability Act (ADA).....Page 32

Schedule "H" Sworn Statement – Public Entity Crimes.....Page 33

Schedule "I" Acknowledgement of Addenda.....Page 35

---

**Attachment:** Draft Professional Services Agreement (PSA) for review..... Page 36

## QUALIFICATIONS SUBMITTAL REQUIREMENTS AND CHECK LIST

RFQ 2015.07.14

Please provide the **PAGE NUMBER** in the blanks provided as to where compliance information is located in your Qualifications Submittal for each of the **REQUIRED SUBMITTAL ITEMS** listed below.

**THE STATEMENT OF QUALIFICATIONS SHALL BE ORGANIZED AS INDICATED AND ADEQUATELY ADDRESS EACH CRITERIA. PLEASE PROVIDE THE PAGE NUMBER IN THE BLANKS PROVIDED WHERE COMPLIANCE INFORMATION IS LOCATED IN YOUR QUALIFICATION STATEMENT FOR EACH OF THE REQUIRED SUBMITTAL ITEMS LISTED BELOW:**

### **Submittal - Section I:**

- 1) **Title Page:** Show the RFQ number and subject, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- 2) Provide a **Table of Contents** in accordance with and in the same order as the respective "**Sections**" listed below. \_\_\_\_\_

### **Submittal - Section II: Firm Qualifications**

- 1) Provide a complete company background and history, including, but not limited to: the number of years in business, credentials, licenses, number of employees, an organizational chart identifying key staff members, their level of responsibility, their job titles and how long they have been with the firm. (**Submit Standard Form 330, Architect-Engineer Qualifications**) \_\_\_\_\_
- 2) Clearly identify office locations for the following: \_\_\_\_\_
  - a. Office location providing primary project management
  - b. Corporate headquarters of the firm
  - c. Office location(s) for any anticipated sub-consultants
- 3) Provide a statement detailing Respondent's familiarity with permitting agencies and permitting procedures, especially in Miami-Dade County. \_\_\_\_\_
- 4) Submit bank and trade references. Provide a Balance Sheet and Statement of Profit and Loss certified an independent Certified Public Accountant. for the preceding two (2) calendar or fiscal years.. \_\_\_\_\_
- 5) Submit proof of the ability to obtain the required insurances with the limits specified herein. \_\_\_\_\_
- 6) Summarize proposal and firm's qualifications. Additionally, the firm may use this section to articulate why their firm is pursuing this work and how it is uniquely qualified to be awarded this solicitation. \_\_\_\_\_
- 7) Provide detailed information on five (5) of the Respondent's most recent and relevant projects similar to those described in the Specifications/Scope of Work including at least one Multi-Modal Transportation Plan. Provide references for these same projects, including the following: \_\_\_\_\_
  - a. Name, address, telephone number and E-mail of the owner
  - b. Name, address, telephone number and E-mail of the owner's Project Manager

- c. Name, location and address of project
- d. Description of work
- e. Contract start and completion date
- f. Project dollar amount
- g. Detailed information on any additional services provided, including the reason, cost and description.
- h. Copies of each full report

**Submittal - Section III: Staffing Plan**

- 1) Provide resumes and relevant background information for the company's key personnel (including owner(s), project manager, supervisors, field representatives, field inspectors and other technical personnel), including experience with similar projects. \_\_\_\_\_
- 2) Provide the current and future workload of the assigned staff to indicate their availability to perform and successfully complete the project. \_\_\_\_\_
- 3) Provide a statement detailing the Respondent's expertise and experience in working with other \_\_\_\_\_ disciplines, including coordination with other design professionals and consultants. \_\_\_\_\_
- 4) Provide qualifications, licenses and references for proposed key staff. \_\_\_\_\_

**Submittal – Section IV: Project Control Experience**

- 1) Provide a section indicating how the Respondent intends to positively and innovatively work with the community to move this project with multiple stakeholders from the conceptual stage into a clearly defined project that may be designed and constructed, to include public outreach \_\_\_\_\_ plan\_\_\_\_\_
- 2) Provide specific examples of similar initiatives that the Respondent has successfully undertaken with other public entities completed on-time and within budget. \_\_\_\_\_
- 3) Describe Respondent's ability and experience with moving the project along while minimizing the impact on the community. \_\_\_\_\_
- 4) Describe Respondent's ability to successfully deliver similar projects that have significant community and business involvement\_\_\_\_\_
- 5) Describe respondent's willingness to work with other consultants designated by the City.\_\_\_\_\_

**RESPONDENT IS TO INITIAL IN THE SPACES BELOW, ACKNOWLEDGING COMPLIANCE**

Schedules A, B, C, D, E, F, G, H, and I have been filled out, signed and notarized, where required \_\_\_\_\_

RFQ Submission Checklist has been filled out and included \_\_\_\_\_

Professional Services Agreement (PSA) Draft has been reviewed \_\_\_\_\_

**Failure to submit checklist and documents required hereunder may render your RFQ response non-responsive and constitute grounds for rejection.**

\_\_\_\_\_  
Initial

# **SECTION 1**

## **Request for Qualifications (RFQ) No. 2015.07.14**

### **1.0: INTRODUCTION TO REQUEST FOR QUALIFICATIONS**

---

#### **1.1. Introduction**

Thank you for your interest in this Request for Qualifications (“RFQ”). The City of Coral Gables (the “City”), through its Procurement Division invites responses (“Respondents”) which offer to provide the services described in Section 2.0 “Scope of Services”.

The City of Coral Gables is seeking statements of qualifications from experienced firms interested in providing professional services to conduct a ten year comprehensive multi-modal transportation plan, pursuant to Florida Statute 287.055 “Consultants Competitive Negotiation Act” (CCNA).

#### **Contract Terms and Conditions**

The Respondent(s) selected to provide the service(s) requested herein (the “Successful Respondent(s)”) shall be required to execute a Contract or a Professional Services Agreement (“Agreement”) with the City in substantially the same form as the Agreement included as part of this RFQ.

The term(s) of the Agreement shall be for a period to be negotiated with the Successful Respondent and the City.

Throughout this RFQ, the terms “must”, “will”, and “shall” will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

#### **1.2. Submission of Responses**

This Request for Qualifications must be resubmitted, with all forms executed. Qualification Submittals should be typed or printed in ink. Use of erasable ink is not permitted. The format outlined in the **QUALIFICATIONS SUBMITTAL REQUIREMENTS AND CHECK LIST at the beginning of this RFQ must be adhered to. The completed and initialed checklist indicating the page number where compliance information is located in your qualification statement for each of the required Qualification Submittal items must be returned as part of your Submittal. The Qualification Submittal shall be signed by a representative who is authorized to contractually bind the Respondent.** Submittals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original Qualifications Submittal, four (4) copies and one (1) digital copy (*PDF format*) must be submitted. The required checklists must also be submitted. Executed Schedules A, B, C, D, E, F, G, H, and I, only one (1) original is required to be submitted by each Respondent. **The Professional Service Agreement is a draft** of the contract for your review, completion of this agreement is not required. Submittals should be addressed to the Procurement Division, 2800 S.W. 72 Avenue, Miami, FL 33155, at or prior to the time noted on the proposal opening date. Proposals received after that time will not be accepted. It will be the sole responsibility of the Respondent to deliver their proposal to the Procurement Division office on or before the closing hour and date indicated.

**Qualification Submittals shall be submitted in a sealed envelope clearly marked on the exterior as follows:**

**RFQ No. 2015.07.14**

**Project Title: Comprehensive Multi-Modal Transportation Plan**

**Respondent Name and Address:**

---

---

---

**Submittal Deadline:**

**2:00 pm, Tuesday, August 11, 2015**

**Addressed to:**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION  
2800 S.W. 72<sup>ND</sup> AVENUE  
MIAMI, FL 33155**

No responsibility will be attached to the Procurement Office for the premature opening of a Submittal not properly addressed and identified. **All Proposals submitted become the exclusive property of the City of Coral Gables.**

Each Qualifications Submittal/Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of the RFQ. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Respondent follow the format and instructions contained herein. Proposal Submission Requirements as listed herein must be followed. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Respondent, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Qualifications Submittals to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

**1.3. Additional Information or Clarification**

The Respondent must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Respondent may request clarification at the pre-qualification conference or by **WRITTEN REQUEST** via E-mail or fax to the Procurement Office. Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** and may be emailed to all parties recorded by the City's Procurement Office as having received the RFQ documents prior to the response submission date. No person is authorized to give oral interpretations of, or make oral changes to the RFQ. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail. Any request for additional information or clarification must be received in writing no later than **Tuesday, July 28, 2015, prior to 4:00 PM**. E-mails or Facsimiles must include the Respondent's name, RFQ number and title, and preferably, the number of pages transmitted. Respondents should not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ.

**1.4. Submission Requirements:**

Careful attention must be given to all requested items contained in this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Respondents shall make the necessary entry in all blanks and forms provided for the Response. Submittals should be typed or printed in ink. Use of erasable ink is not permitted.

The format and requirements outlined in the **QUALIFICATIONS SUBMITTAL REQUIREMENTS AND CHECK LIST** beginning on Page 6 of this RFQ must be adhered to. The completed and initialed checklist indicating the page number where compliance information is located in your qualification statement for each of the required Qualification Submittal items must be returned as part of your Submittal. **THE STATEMENT OF QUALIFICATIONS SHOULD BE ORGANIZED AS INDICATED AND ADEQUATELY ADDRESS EACH CRITERIA.**



The following Schedules must be signed and submitted as part of the RFQ package:

- Schedule "A" - Certification
- Schedule "B" - Non-Collusion Affidavit
- Schedule "C" - Drug Free Statement
- Schedule "D" - Qualification Statement
- Schedule "E" - Statement of No Response
- Schedule "F" - Code of Ethics, Code of Silence
- Schedule "G" - Disability Nondiscrimination Statement
- Schedule "H" - Public Entity Crimes
- Schedule "I" - Acknowledgement of Addenda

A Draft of the Professional Services Agreement is attached for informational purposes and review only

### **1.5. Award of an Agreement**

Agreements may be awarded to the Successful Respondent(s) by the City Commission or City Manager, as applicable, to one or more Respondent deemed the most responsible, responsive Respondent meeting all specifications. Non-performance shall result in cancellation of the contract with the Respondent. The City reserves the right to execute or not execute an Agreement with the Successful Respondent(s) if it is determined to be in the best interest of the City.

### **1.6. Agreement Execution**

By submitting a Response, the Respondent agrees to be bound to and execute the Agreement for the **Comprehensive Multi-Modal Transportation Plan**. Without diminishing the foregoing, the Respondent may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received may not be considered by the City. 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 shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the successful Respondent to execute a contract within sixty (60) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFQ through action taken by the City Commission at a duly authorized meeting. If the Respondent first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Respondent. If the second Respondent fails to enter into the Agreement, the award may be declared null and void, and the Agreement awarded to the third most responsible, responsive Respondent.

### **1.7. Unauthorized Work**

Any unauthorized work performed by the Successful Respondent(s) shall be deemed non compensable by the City.

### **1.8. Changes/Alterations**

Respondents may change or withdraw a Response at any time **prior to** the Response Submission Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this RFQ. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submission Date.

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

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the RFQ. Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

### **1.10. Disqualifications**

The City 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 Respondent.

It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.

Any Responses submitted by a Respondent who is in arrears (money owed) to the City or where the City has an open claim against a Respondent for monies owed the City at the time of response submission, will be rejected as non-responsive and shall not be considered for award.

#### **1.11 Respondent Expenditures**

Respondent understands and agrees that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFQ are exclusively at the expense of the Respondents. The City shall not pay or reimburse any expenditure or any other expense incurred by any Respondent in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Respondents if an Agreement is awarded.

#### **1.12. Financial Stability and Strength**

The Respondent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

Respondents shall provide a Balance Sheet and Statement of Profit and Loss certified an independent Certified Public Accountant for the preceding two (2) calendar or fiscal years.

When the proposal submittal is from a joint venture, each Respondent involved in the joint venture must submit financial statements as indicated above.

In determining a Respondent's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Respondent, the Respondent's record with environmental regulations, and the claims/litigation history of the Respondent. The City reserves the right to consider third party information (e.g. Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Any Respondent may be declared non-responsive who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law, or any state insolvency.

#### **1.14. Contract Termination**

The City, by written notice, may terminate in whole or part any Contract resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the successful Respondent, terminate the RFQ if the Successful Respondent has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the contractor. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

## **SECTION 2**

### **Request for Qualifications (RFQ) No. 2015.07.14**

#### **2.0 SCOPE OF SERVICES**

---

##### **INTRODUCTION**

Pursuant to Florida State Statute 287.055, Consultants Competitive Negotiation Act the City of Coral Gables (hereafter referred to as “City”) is seeking statements of qualifications from experienced firms interested in providing professional services to conduct a ten year comprehensive multi-modal transportation plan. The scope requires teams comprised of multi-modal specialists skilled in the development of multi-modal infrastructure for motor vehicles, pedestrians of all ages and abilities, non-motorized, transit and traffic calming. The plan will analyze and ultimately integrate the existing City comprehensive plan with various City transportation plans and coordinate with adjacent jurisdictions as well as regional and State transportation plans. The core objective of the plan is to provide a safe and effective multimodal transportation network that provides job accessibility without jeopardizing the high quality of life that exists in surrounding neighborhoods.

##### **BACKGROUND**

The City of Coral Gables is unique among the communities of Miami-Dade County in that it can trace its beginning to the early 20th century City Beautiful movement. The spirit of the City Beautiful movement was rooted in the notion that if cities were to be the centers of American progress then the infrastructure of those cities should be something that was celebrated. From tree plantings, to a robust street construction program, to key infill investments in the downtown core, the City of Coral Gables carries on that legacy today in its approach to public works and planning.

Regionally, the city is a transportation linchpin between the City of Miami to the north and east and the rest of the county to the west. There is limited control over the regional network or growth in surrounding communities. The City of Coral Gables, itself, supports a robust downtown and doubles its population during the day. Most of the arterial roadways in the City are at or beyond capacity during the peak hours and intersections in the downtown are failing or will fail in the near future. The geographic location and capacity issues on the network create a significant amount of cut-through traffic which permeates through residential neighborhoods. It is important that we maintain a well-integrated urban street grid providing access to existing job centers without sacrificing the high quality of life that exists within city neighborhoods.

##### **PURPOSE AND NEED**

The plan will identify and recommend improvements to develop transportation connectivity of all modes to provide a variety of transportation alternatives. It will identify traffic calming opportunities and policies to apply in City neighborhoods.

The plan shall articulate the City’s transportation strategy and project prioritization method. The Plan shall serve as a tool that may be utilized in subsequent years by City departments and policy makers in analyzing annual transportation priorities to best meet overall community short-term and long-term goals. The Plan shall serve to:

- Update the transportation component of the Coral Gables Comprehensive Plan to address evolving transportation and land use needs
- Coordinate with the MPO Long Range Regional Transportation Plan
- Connect land use, development, redevelopment and transportation
- Accommodate projected growth for the next 10 years
- Maximize infrastructure investments from local, state and federal sources
- Assess and incorporate, as appropriate, existing plans, policies and assumptions

##### **SCOPE**

This project consists of developing a ten year comprehensive multi-modal transportation plan for the City that improves accessibility for all modes of transportation, with an emphasis on sustainability, and provides recommended improvements based on current and projected future conditions. The plan should provide for convenient and efficient use of motorized and non-motorized transportation and address such issues

as vehicular circulation and parking, pedestrian/bicyclist movements, and public and locally operated transportation. The selected consultant team will work closely with all stakeholders and professional staff to craft workable strategies for implementation of the resultant plan.

One of the primary objectives of such a plan, once implemented, is to provide people with safe, sustainable, viable and effective alternatives to personalized motorized vehicles, to reduce vehicle trips, and to manage vehicular congestion. The plan should provide a blueprint for developing a citywide system that serves all modal user groups, including commuting, recreational and utilization trips.

The plan will consider Transportation Demand Management principals as a means to balance the multi-modal system, creating efficiencies by encouraging a shift from single-occupant vehicle (SOV) trips to non-SOV modes, or shifting auto trips out of peak periods. There will be a focus on assuring that our multi-modal transportation system integrates effectively and appropriately with the surrounding land uses and contributes to the existing high quality of life that the City is known for.

The plan will also incorporate a Transportation Concurrency Management System to evaluate redevelopment impact to the transportation network. Florida Department of Transportation's "Site Impact Handbook", "Quality Level of Service Handbook" and the "Transportation Concurrency Best Practices Guide" will be used as main references on this matter.

As part of the analysis and the development of the plan, the following minimum tasks have been identified:

- Review background information and previous studies
- Data collection and analysis
- Robust and Inclusive Public involvement
- Recommendations and project development
- Implementation strategy
- Development of policy guidance to support recommendations and final report including but not limited to:
  - Complete Streets
  - Traffic Calming Implementation

A public outreach component shall be required to communicate with the public about the future of transportation relative to land use and other factors in the community. The respondent will be able to effectively illustrate transportation concepts to the public using visualization tools.

## SECTION 3

### Request for Qualifications (RFQ) No. 2015.07.14

#### **3.0: RFQ GENERAL CONDITIONS**

---

##### **3.1. Acceptance/Rejection**

The City reserves the right to accept or reject any and/or all responses or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Qualification Submissions which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Respondent(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFQ. This offering of RFQ itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Respondent.

##### **3.2. Legal Requirements**

The Respondent shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Respondent shall in no way be cause for relief from responsibility.

##### **3.3. Non-Appropriation of funds**

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Successful Respondent without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any Respondent(s).

##### **3.4. Occupational License Requirements (Business Tax Receipt Requirements)**

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may, at its sole option and in its best interest, allow the Respondent to supply the license to the City during the evaluation period, but prior to award.

##### **3.5 Minimum Qualification Requirements**

The City of Coral Gables intends to procure service as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. Each Respondent shall complete the applicable Qualifications Statement and submit it with Proposal. Failure to submit statement and documents required thereunder may constitute grounds for rejection. The Respondents must have a proven record of successfully completing projects/contracts. The City reserves the right to make pre-Award inspections of the Respondent's facilities and/or equipment prior to Contract Award.

Proposals will be considered only from firms that meet the following criteria:

- (a) Firms that are regularly engaged in the business of providing these goods and/or services as described in the Request for Proposal "**Scope of Services**".
- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time as specified in the "**Scope of Services**".
- (c) Firms that have sufficient financial support, as specified in Special Conditions, equipment and organization to insure that the firm can satisfactorily execute the Contract under the terms and conditions stated herein.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully

equipped and well established company in line with the best business practices of the industry as determined by the proper authorities of the City of Coral Gables.

At the City's sole discretion, it may be determined that a Respondent is not "qualified", "non-responsive" and/or "not responsible". Proposal may be rejected for any of, **but not limited to**, the following reasons:

- (a) Evidence of collusion with other Respondents. Participants in such collusion shall be disqualified for any further work from the City until such time as they are reinstated.
- (b) Submission of more than one Proposal for the same Contract under the same or different names, in which case all such duplicated Proposals shall be rejected.
- (c) Respondent lacks qualification or resources necessary to fulfill the intent of the Contract.
- (d) Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- (e) Respondent has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- (f) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Respondent's capability to perform the work.

### **3.6. Public Entity Crimes**

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

### **3.7 Resolution of Protests**

Pursuant to Section 2-950 of the City of Coral Gables Code:

*Notice of Intent:* Any actual or prospective Respondent or offeror who perceives itself aggrieved in connection with the formal solicitation of a contract or who intends to contest solicitation specifications or a solicitation may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days prior to the date set for opening of submittals or receipt of proposals.

Any actual responsive and responsible Respondent whose bid is lower than that of the recommended Respondent or an offeror who perceives itself aggrieved in connection with the recommended award of contract may file a written notice of intent to file a protest with the City Clerk's office within three (3) calendar days after notice of the city manager's written recommendation to the city commission for award of contract.

A notice of intent to file a protest is considered filed when received by the City Clerk's office.

*Written Protest:* A written protest based on any of the foregoing must be submitted to the City Clerk's office within five (5) calendar days after the date the notice of protest was filed. The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission at the time of filing the protest shall be permitted in the consideration of the written protest. A written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

A written protest is considered filed when received by the City Clerk's office.

*Filing Fee:* The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less.

*Compliance with filing requirements:* Failure of a party to timely file either the notice of intent to file a protest or the written protest, or submit the filing fee, with the City Clerk's office within the time provided above shall constitute a forfeiture of such party's right to file a protest. The protesting party shall not be entitled to seek redress before the City Commission or seek judicial relief without first having followed the procedure set forth in this section.

### **3.8 Review of Responses for Responsiveness**

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Response is one which meets the requirements of the RFQ, is submitted in the format outlined in the RFQ, is a timely submission, and has the appropriate signature as required on each document.

### **3.9 Collusion**

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

### **3.10 Sub-Contractor**

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

Respondent(s) shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Respondent(s).

### **3.11 Substitutions for Assigned Personnel**

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

### **3.12 Public Records**

Sealed bids, proposals, or statements of qualifications received by an agency pursuant to invitation for bids, requests for proposals, or request for qualifications are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

## SECTION 4

### Request for Qualifications (RFQ) No. 2015.07.14

#### **4.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS**

---

- 4.1** To the fullest extent permitted by Laws and Regulations, the Respondent who is awarded this solicitation shall defend, indemnify, and hold harmless the City and its consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Respondent, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City or any of its consultants, agents, or employees by any employee of Respondent, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 4.2** For any and all claims against the City or any of its consultants, agents, or employees by any employee of Respondent, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Successful Respondent or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

- 4.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Respondent awarded this contract will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Respondent will reimburse the City at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the City to pay.
- d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Respondent or any other party, Respondent will reimburse City \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Respondent will reimburse City on a per hour basis as follows:
  - For the Mayor or City Commissioner: \$300.00 per hour
  - For the City Manager: \$250.00 per hour
  - For an Assistant City Manager or Department Director: \$250.00 per hour
  - For an Assistant Department Director: \$100.00 per hour
  - For City Attorney or Assistant City Attorney: Prevailing market rates
  - For other employees: \$50.00 per hour



- e. The expenses incurred by City in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this agreement.

**4.4** It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

**4.5** The Parties hereby expressly agree and understand that the indemnification and hold harmless provisions contained herein supersede and take precedence over any such provisions contained within the RFQ documents.

#### **4.6 INSURANCE REQUIREMENTS**

##### **4.6.1 GENERAL CONDITIONS**

Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Respondent shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Respondent shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

##### **4.6.2 RESPONDENT REQUIREMENTS**

The Respondent shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

##### **4.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT**

**4.6.3.1 Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated to pay as damages for claims arising out of the services performed by the Respondent or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any services covered by this Agreement.

**4.6.3.2 Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Respondent engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

- 4.6.3.2.1 Workers' Compensation - Coverage A  
Statutory Limits (State or Federal Act)
- 4.6.3.2.2 Employers' Liability - Coverage B  
\$1,000,000 Limit - Each Accident  
\$1,000,000 Limit - Disease each Employee  
\$1,000,000 Limit - Disease Policy Limit

**4.6.3.3 Commercial General Liability Insurance** written on an occurrence basis including but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

- 4.6.3.3.1 Each Occurrence Limit - \$1,000,000
- 4.6.3.3.2 Fire Damage Limit (Damage to rented premises) - \$100,000
- 4.6.3.3.3 Personal & Advertising Injury Limit - \$1,000,000
- 4.6.3.3.4 General Aggregate Limit - \$2,000,000
- 4.6.4.4.5 Products & Completed Operations Aggregate Limit - \$2,000,000

**4.6.3.4 Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

- 4.6.3.4.1 Combined Single Limit (Each Accident) - \$1,000,000
- 4.6.3.4.2 Any Auto (Symbol 1)
- 4.6.3.4.3 Hired Autos (Symbol 8)
- 4.6.3.4.4 Non-Owned Autos (Symbol 9)

**4.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):**

**4.6.4.1 Workers Compensation**

The standard form approved by the State of Jurisdiction

**4.6.4.2 Commercial General Liability**

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

**4.6.4.3 Commercial Auto Liability**

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

**4.6.5 REQUIRED ENDORSEMENTS**

**4.6.5.1 The following endorsements with City approved language**

- 4.6.5.1.1 Additional insured status provided on a primary & non-contributory basis for the General and Auto Liability policies
- 4.6.5.1.2 Waiver of Subrogation on all policies except Professional Liability
- 4.6.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES  
INSURANCE COMPLIANCE  
P.O. BOX 12010-CE  
HEMET, CA 92546-8010

**4.6.5.2 All policies except for Professional Liability shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.**

**4.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY**

**4.6.6.1 The following documents must be provided to the City;**

**4.6.6.1.1** A Certificate of Insurance containing the following information:

**4.6.6.1.1.1** Issued to entity contracting with the City

**4.6.6.1.1.2** Evidencing the appropriate Coverage

**4.6.6.1.1.3** Evidencing the required Limits of Liability required

**4.6.6.1.1.4** Evidencing that coverage is currently in force

**4.6.6.1.1.5** Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City

**4.6.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf**

**4.6.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.**

**4.6.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.**

**4.6.7 WAIVER OF INSURANCE REQUIREMENTS**

Should a Respondent not be able to comply with any insurance requirement, for any reason, the Respondent must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney’s Office for further evaluation.

Respondents are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com) and copy to [druiz@coralgables.com](mailto:druiz@coralgables.com) . Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance  
Phone: (951) 652-2883.  
Fax: (770) 325-0417  
Email: [cityofcoralgables@ebix.com](mailto:cityofcoralgables@ebix.com)

When Respondent provides evidence of insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables  
Insurance Compliance  
PO Box 12010 –CE  
Hemet, CA 92546-8010



**CITY OF CORAL GABLES  
REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE**

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related insurance documents are available @ [www.coralgables.com](http://www.coralgables.com). Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

**◀◀◀ THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY ▶▶▶▶**

Full Legal Name (as shown on the agreement or permit with the City):	
City Department (that you are working with or that is issuing a permit):	
City Employee (contract manager or employee issuing permit):	
The name & phone # of the individual who completed this check list:	
The date this check list was completed in its entirety:	

**A Certificate of Insurance is attached and the following information is contained therein:**

- The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
- The Certificate Holder section of the Certificate of Insurance reads as follows:  
City of Coral Gables • Q•~ |æ &^A[ { ] |æ &^  
PO Box 12010 - CE • Hemet, CA 92546-8010
- The special provisions section of the Certificate of Insurance contains language affirming that;
  - 1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
  - 2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
  - 3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

**IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY**

**Copies of the following Commercial General Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

**Copies of the following Automobile Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

**Copies of the following Workers Compensation Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

## SECTION 5

### Request for Proposals (RFQ) No. 2015.07.14

#### 5.0: PROPOSAL EVALUATION PROCESS

---

##### 5.1. Evaluation Procedures

- (a) The Procurement Division shall review all Qualifications submissions for responsiveness to the requirements of the RFQ. The evaluation will consist of, but not be limited to, Respondent willingness and ability to provide all services requested under the conditions stated in this RFQ. Procurement will also evaluate the Respondent(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables shall be the sole judge in determining Respondent responsiveness.
- (c) As part of the evaluation process, the City may conduct background investigations of Respondents, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department FDLE. Respondent submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

##### 5.2. Method of Evaluation

An Evaluation Committee will evaluate all responsive submissions received and will establish a short list of no less than three (3) firms, if three (3) or more submissions are received. The City may request additional information if deemed necessary for this evaluation. The Evaluation Committee may require each short-listed firm to be present for interviews. Upon the completion of the evaluation and interviews, the committee will finalize scoring and ranking the firms, so as to recommended the ranking to the City Commission for authorization to proceed with Contract Negotiations. Additionally, the City Commission may choose to interview and rank short-listed firms.

The Qualification submissions will be scored and ranked by the Evaluation Committee, based on the following criteria:

Category	Points	
1	Respondent's Qualifications, including, but not limited to: the number of years in business, credentials, licenses, capabilities	30
2	Respondent's proposed project approach	30
3	Respondent's demonstrated experience and references with regard to relevant projects to those described in the Scope of Services	25
4	Respondent's approach, ability, and experience in developing a robust and inclusive public outreach plan which incorporates stakeholder feedback into the final plan	15
Total Points		100

The City will enter into negotiations with the top-ranked firm. Should the City be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The City shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations will be terminated. The City shall then undertake negotiations with the third-ranked firm. Should the City be unable to negotiate a satisfactory contract with the third-ranked firm, the City may terminate the negotiations and initiate a new Request for Qualifications process. At the conclusion of a successful negotiation with a firm, the contract will be submitted to the City Commission for approval.

## **Respondent Evaluation Criteria Breakdown**

### **Firm Qualifications**

1. Respondent's qualifications, including, but not limited to: the number of years in business, credentials, licenses, capabilities and size of the firm.
2. The location of Respondent's headquarters and of the staff and any sub-consultants that will be assigned to the project.
3. Respondent's knowledge of permitting agencies and permitting procedures in Miami-Dade County and other agencies relative to transportation planning.
4. Respondent's financial stability.
5. Ability of the Respondent to provide required insurance coverage as specified.
6. Respondent's detailed references and project experience including relevant projects comparable to the scope of services.

### **Staffing Plan**

1. Respondent's ability and experience in providing the required services, including key personnel's demonstrated experience with similar projects.
2. Availability of the Respondent's personnel to perform and successfully complete the project.
3. Respondent's personnel experience on similar projects that will design and engineer the project
4. Qualifications, licenses, and references of Respondent's key personnel that would be working on this project.
5. Respondent's expertise and experience in working with other disciplines, including coordination with other design professionals and subconsultants.
6. Qualifications and experience of personnel that would be facilitating the public outreach plan.

### **Project Control Experience**

1. Respondent's overall detailed approach to the project, including innovative interaction and communication with the community, City staff, and multiple stakeholders.
2. Respondent's demonstrated ability to positively and innovatively move this project from the conceptual stage into a clearly defined project that may be designed and constructed, while minimizing the impact on the community.
3. Respondent's demonstrated ability to provide schedule control, cost control and quality control for the specified herein. Provide information on experience with similar projects completed on-time and within budget.
4. Respondent's experience with delivering similar projects having significant community and business involvement.
5. Respondent's demonstrated willingness to work with other consultants designated by the City.

**SECTION 6**  
**REQUEST FOR QUALIFICATIONS SUBMISSION CHECK LIST**  
**RFQ 2015.07.14**

COMPANY NAME: (Please Print): _____	
Phone: _____	Fax: _____

**-- NOTICE --**

**BEFORE SUBMITTING YOUR RFQ, MAKE SURE YOU:**

- 1. **Carefully read Section 4.21, Respondent Organization, of the RFQ, and provide the page number in the blanks provided where compliance information is located in your Qualification Statement for each of the required submittal items.**
- 2. Carefully read the SPECIFICATIONS/SCOPE OF WORK and then properly fill out the RFQ SHEET and CERTIFICATION PAGE (Schedule "A").
- 3. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
- 4. Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
- 5. Complete, sign and have notarized RESPONDENT'S QUALIFICATIONS STATEMENT (Schedule "D").
- 6. Complete STATEMENT OF NO RESPONSE (Schedule "E") if applicable.
- 7. Sign and return acknowledgement of CODE OF ETHICS, CONFLICT OF INTEREST AND CONE OF SILENCE (Schedule "F"). *These can be found on the City's website, under Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53; Sec 2-1055; Sec 2-677; and Sec 2-1059, respectively.*
- 8. Complete, sign and have notarized American with Disabilities Act (ADA) Non-Discrimination Statement (Schedule "G").
- 9. Complete, sign and have notarized the Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, On Public Entity Crimes (Schedule "H").
- 10. Complete and submit Acknowledgement of Addenda (Schedule "I") if applicable.
- 11. Complete, sign and have notarized LOBBYIST forms (if applicable). Forms are available at [www.coralgables.com](http://www.coralgables.com), City Clerk
- 12. Complete and submit STANDARD FORM 330, Architect-Engineer Qualifications (if applicable).
- 13. Clearly mark the RFQ NUMBER AND RFQ NAME on the outside of your envelope.
- 14. Submit ONE ORIGINAL and FOUR PHOTOCOPIES with ONE disk or flash drive in pdf format of your RFQ.
- 15. Make sure your RFQ is submitted prior to the deadline. Late RFQs will not be accepted.
- 16. Include Bond (if applicable).

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR RFQ BEING DEEMED NON-RESPONSIVE. THIS PAGE ALONG WITH SCHEDULES "A" THRU "I" ARE TO BE RETURNED WITH YOUR RFQ (DRAW A LINE ACROSS A FORM WHICH IS NOT APPLICABLE).

**SCHEDULE "A" CITY OF CORAL GABLES**

**CERTIFICATE OF CONSULTANT**

I hereby certify that I am \_\_\_\_\_ and a duly authorized representative of the firm

\_\_\_\_\_, whose address is

\_\_\_\_\_, and that neither I, nor the above firm, I

here represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Coral Gables, and is subject to applicable Local, State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant (signature)

\_\_\_\_\_  
Name (typed or printed)

\_\_\_\_\_  
Federal Employer I.D.



**SCHEDULE "B" CITY OF CORAL GABLES**

**NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT**

This affidavit is to be filled in, executed and notarized by the Consultant. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the Response.

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that (*Type or print name of person who is signing below*)

1. He/she is the \_\_\_\_\_  
(*Owner, Partner, Officer, Representative or Agent*)  
of the Consultant that has submitted the attached Response.
2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Consultant's officers or employees are employed by the City, indicate name and relationship below.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

1. No lobbyist or other consultant is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

Company Name: \_\_\_\_\_

Consultant's Authorized Signature: \_\_\_\_\_

-----  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public (Print, Type or Stamp name of Notary Public)

Personally known \_\_\_\_\_ or Produced I.D. \_\_\_\_\_

Type and number of I.D. Produced: \_\_\_\_\_

\_\_\_\_\_ Did take an oath, or \_\_\_\_\_ Did not take an oath

**SCHEDULE "C" CITY OF CORAL GABLES**

**VENDOR DRUG-FREE STATEMENT**

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I hereby certify that the company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

---

CONSULTANT'S SIGNATURE

---

COMPANY'S NAME

**SCHEDULE "D" CITY OF CORAL GABLES**

**CONSULTANT'S QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone No: (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

How many years has your organization been in business under its present name? \_\_ Years

If Consultant is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

\_\_\_\_\_

Under what former names has your business operated? : \_\_\_\_\_

At what address was that business located? \_\_\_\_\_

Are You Certified? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, **ATTACH COPY** of Certification.  
Are You Licensed? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, explain: \_\_\_\_\_

\_\_\_\_\_

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFQ;

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you ever been debarred or suspended from doing business with any government entity?

Yes \_\_\_\_ No \_\_\_\_ If Yes, explain \_\_\_\_\_

**SCHEDULE "D" (Continued) CITY OF CORAL GABLES**

**CONSULTANT'S QUALIFICATION STATEMENT**

Signature of party authorized to sign on behalf of firm:

\_\_\_\_\_

\_\_\_\_\_  
Print or type name of person signing

\_\_\_\_\_  
Title of person signing

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
*(Print, Type or Stamp name of Notary Public)*

Personally known \_\_\_\_\_ or Produced I.D. \_\_\_\_\_

Type and number of I.D. Produced:

\_\_\_\_\_

\_\_\_\_\_  
Did take an oath, \_\_\_\_\_ Did not take an oath  
or

Please attach additional sheets if a more comprehensive explanation is desired.

**SCHEDULE "E" CITY OF CORAL GABLES**

**STATEMENT OF NO-RESPONSE**

NOTE: If you do not intend to propose on this RFQ, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Respondents for the City of Coral Gables. Please indicate Statement of Qualifications name and number on the outside of the envelope.

MAIL TO: CITY OF CORAL GABLES  
2800 S.W. 72nd AVENUE  
MIAMI, FL 33155  
ATTN: PROCUREMENT DIVISION

We, the undersigned have declined to respond for the following reason:

- Insufficient time to respond to the Request from Statement of Qualifications.
- We do not offer these services or an equivalent.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirements.
- Specifications unclear (explain below).
- Unable to meet insurance requirements.
- Other (specify below)

REMARKS:

---

COMPANY NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_  
FAX NO. \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

**SCHEDULE "F" CITY OF CORAL GABLES**

**CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE**

THIS FORM SHOULD BE COMPLETED BY PERSON RECEIVING THIS RFQ AND INCLUDED IN YOUR SUBMITTAL

---

---

***CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE***

---

---

**THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT LINKS, ORDINANCE NO. 2009-53; SEC 2-1055; SEC 2-677; AND SEC 2-1059, RESPECTIVELY.**

**IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION NO. 2015.07.14**

Printed Name: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

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

**SCHEDULE "G" CITY OF CORAL GABLES**

**AMERICANS WITH DISABILITIES ACT (ADA)**

**DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted \_\_\_\_\_

**(print name of public entity)**

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) \_\_\_\_\_

(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement: \_\_\_)

I, being duly first sworn state:

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612  
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "H" CITY OF CORAL GABLES

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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 \_\_\_\_\_

[print name of the public entity]

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) \_\_\_\_\_

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 define in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal 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 management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been 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 (ONE) 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]

**SCHEDULE "I" CITY OF CORAL GABLES**

**Acknowledgement of Addenda**

**Request for Qualifications (RFQ) No 2015.07.14**

**SUBMITTED TO:**

City of Coral Gables  
Procurement Division  
2800 SW 72 Avenue  
Miami, Florida 33155

1. The undersigned agrees, if this RFQ is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFQ and Contract Documents within the Contract time indicated in the RFQ and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Qualifications.

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No.      Date

3. Company Legal name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No./Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature \_\_\_\_\_

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

\_\_\_\_\_  
(Print Name)

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Coral Gables (hereinafter called the "City"), and \_\_\_\_\_ (hereinafter called the "Professional").

### RECITALS

**WHEREAS**, the City desires to enter into an agreement with the Professional to develop a Comprehensive Multi-Modal Transportation Plan (the "Project"); and

**WHEREAS**, the City having investigated the qualifications of the Professional to perform the services herein contemplated and found those qualifications satisfactory; and

**WHEREAS**, the Professional having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed desires; and

**WHEREAS**, the Professional agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional to develop a Comprehensive Multi-Modal Transportation Plan.

### I. GENERAL PROVISIONS

This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The City reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The Professional shall perform the services as specifically stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the City.

1.1 Engagement. The City agrees to engage the Professional for a period specified in paragraph 1.2, and the Professional agrees to accept such engagement and to perform such services for the City upon the terms, and subject to the conditions set forth herein.

1.2 Agreement Period. The terms of the Agreement (the "Professional Period") shall commence \_\_\_\_\_ and shall continue thereafter for a \_\_\_\_\_. This period may be extended upon mutual agreement between the City and the Professional, for an \_\_\_\_\_ or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XIII.

1.3 Duties and Responsibilities/Priority of Interpretation. The Code and any City resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) City Resolution and applicable Code provisions;
- b) City Request for Qualifications (RFQ)
- c) Professional 's Response to RFQ
- d) Insurance Certificates
- e) Professional 's Exceptions to Terms and Conditions

During the Agreement Period, the Professional will serve as a Consultant to the City and will assist the City in the creation of a Comprehensive Multi-Modal Transportation Plan, including reviewing background information and previous studies, data collection and analysis, inclusive public involvement, recommendations and project development, implementation strategy, and development of policy guidance to support recommendations in the development of the final ten year comprehensive Multi-Modal Transportation Plan document in accordance with the terms, conditions and specifications contained in this Request for Qualifications (RFQ). The Multi-Modal Transportation Plan shall serve as a tool that may be utilized in subsequent years by City departments and policy makers in analyzing annual transportation priorities to best meet overall community short-term and long-term goals, pursuant to Request for Qualifications 2015.07.14 (Attached hereto).

1.4 Background Investigation. The Professional agrees that all employees including the Professional may be subject to an annual background investigation.

1.5 Polygraph Examination. The Professional agrees to submit to polygraph examinations at the request of the Director or designee.

1.6 Medical, Drug Screening and Check-ups. All Professionals, their employees, agents and sub consultants must satisfactorily complete the City's pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the City's Drug Free Work Place Policy at Professional 's expense. The City may require that the Professional and/or their employees, agents and sub consultants performing services for the City submit to a yearly medical and drug screen examination, at Professional's expense.

1.7 Drug Testing. The Professional agrees to submit to unannounced drug testing at the request of the Director or designee.

1.8 Driver's License. At City's option, the Professional must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or sub consultant and be willing and able to operate any required vehicles as authorized by the City. Evidence of compliance with the Defensive Driving Course must be submitted to the City prior to operating a City vehicle or any vehicle where patrons or children are passengers. Individuals must be approved by the Risk Management

Division of the City prior to the operation of a City owned vehicle and/or privately owned vehicles while conducting City business. The City reserves the right to request the employee/agent's driving record from the State of Florida, at Professional's expense.

1.9 Confidential Information. The Professional agrees that any information received by the Professional for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations.

1.10 Most Favored Public Entity. The Professional represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Professional's prices decline, or should Professional, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

## **II. PROFESSIONAL SERVICES**

2.1 Basic Services. The duties and responsibilities are outlined in the RFQ.

2.2 Reporting. The Professional shall comply with the necessary reporting requirements as outlined by the Director or designee for review. In addition, the Professional shall submit a monthly report to the Director or designee, which shall include detailed information regarding the activities of the Professional during the previous month.

2.3 Availability of Professional. The Professional shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

## **III. COMPENSATION**

3.1 Basic Compensation. In full consideration of the services of the Professional hereunder, the Professional shall be paid at a rate stipulated for each of the services described on the RFQ pricing schedule; here attached. The City reserves the right to contract with the Professional for additional services. Any increase in the agreed upon amount shall be approved by the Procurement Division or designee, and shall be in accordance with applicable City and State regulations.

3.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Professional with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Director or designee.

## **IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS**

4.1 Independent Contractor and Professional. The Professional acknowledges entering into this Agreement as an independent Contractor and Professional, and that the Professional shall therefore be responsible for the deposit and

payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Professional's services, or those of employees of the Professional. The City shall not withhold from sums payable to the Professional, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Professional, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

4.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Professional.

4.2.1 Professional warrants that it fully complies with all Federal statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal statutes and regulations. Professional shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Professional or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

4.2.2 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

4.2.3 Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, the Professional shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other Professional's and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Professional, any sub consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any sub consultant or any person or organization directly or indirectly employed by Professional) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-952(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

4.2.4 In any and all claims against the City or any of its elected and appointed officials, consultants, agents, or employees by any employee of Professional, any sub

consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

## V. INSURANCE

5.1 Without limiting Professional's indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables  
Insurance Compliance  
PO Box 12010 -CE  
Hemet, CA 92546-8010

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the City is to be given advance written notice by receipted delivery at least thirty (30) days in advance of any cancellation, non-renewal or material change of the insurance policy.

5.2 The Professional shall maintain during the terms, except as noted, of this Agreement the following insurance:

a. **Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated to pay as damages for claims arising out of the services performed by the Respondent or any person employed, contracted and/or subcontracted in connection with this Agreement. This insurance shall be maintained for three (3) years after any work covered by this Agreement.

b. Comprehensive general liability insurance with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name City as additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. Worker's Compensation Insurance for all employees of Professional as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000

d. Automobile Liability insurance covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. Other (or increased amounts of) insurance which City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

f. All policies shall contain waiver of subrogation, except Professional Liability, against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

g. All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

h. The City shall be named as an additional insured on a primary and non-contributory basis for the General and Auto Liability Policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

i. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to City prior to cancellation, non-renewal or material change.

j. The Professional shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as and additional insured on a primary and non-contributory basis and that the Professional has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days advance written notice to the City.

5.3 Failure on the part of the Professional to obtain and maintain all required insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Professional's performance or terminate this Agreement.

## **VI. SOVEREIGN IMMUNITY**

6. The Professional acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Professional against the City other than claims arising out of this Agreement. Specifically, the Professional acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Professional acknowledges that this Agreement in no way estops or affects the CITY's exercise of its regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The PROFESSIONAL acknowledges that it has no right and will not make claim based upon any of the following:



- a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any CITY employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and PROFESSIONAL.

## **VII. STANDARD OF CARE**

7.1 The Professional shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable Professional under similar circumstances and the Professional shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

7.2 The Professional warrants that all services shall be performed by skilled and competent personnel to the highest Professional standards in the field.

## **VIII. NON-DISCRIMINATION**

8.1 EEO and ADA: The Professional must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

8.2 It is understood that the Professional shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

8.3 City Policy Regarding Conduct. All Professionals, their employees, agents and sub consultants must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of City policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

## **IX. CONFLICT OF INTEREST**

9.1 The Professional represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Professional agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Professional, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

## **X. CONFIDENTIALITY**

10.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Professional under this Agreement shall be made available to any individual or organization by the Professional without prior written approval of the City.

## **XI. OWNERSHIP OF DOCUMENTS**

11.1 Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

## **XII. TRUTH-IN-NEGOTIATION CERTIFICATE**

12.1 Execution of this Agreement by the Professional shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

12.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

## **XIII. NOTICE**

13.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as to the City of Coral Gables shall be to:

City Manager  
City of Coral Gables  
405 Biltmore Way  
Coral Gables, FL 33134

cc: City Attorney

Notice as to the Professional shall be to:

## **XIV. DEFAULT AND TERMINATION**

14.1 The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the Professional. In the event of a termination for cause, due to the Professional's failure to perform in accordance with the terms of

this Agreement or the Professional 's repudiation of this Agreement by word or conduct, The City may immediately terminate the Agreement and the Professional shall be paid any sums otherwise due and owing under this Agreement only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. In the event of a termination for convenience, the Professional shall be paid for all services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and the Professional shall not be entitled to any other compensation or damages from the City. If, after notice of termination for cause, it is determined for any reason that Professional was not in default, the rights and obligations of the City and the Professional shall be the same as though the termination had been a termination for convenience. In no event shall the City be liable to Professional for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and Professional hereby waives the same. Professional may terminate this Agreement due to the City's failure to comply with the material terms of this Agreement after giving City thirty (30) days written notice of its purported default and a reasonable opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by Professional or sub consultants, whether finished or not, shall become City property. Failure to timely deliver the documentation shall be cause to withhold any payments due, without recourse by the Professional, until all documentation is delivered to the City.

#### **XV. UNCONTROLLABLE FORCES**

15.1 Neither the City nor Professional shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **XVI. MODIFICATION**

16.1 This Agreement may not be amended or modified unless in writing and signed by both parties.

## **XVII. ASSIGNMENT AND SUBCONTRACTING**

17.1 This Agreement and the rights of the Professional and obligations hereunder may not be assigned, delegated or subcontracted by the Professional without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The City may assign its rights, together with its obligations hereunder.

## **XVIII. AUDITS**

18.1 The Professional shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Professional shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Professional shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Professional agrees that City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Professional and made available to the City during the terms of this Agreement and for a period of three (3) years thereafter unless City's written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by Professional at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Professional shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Professional's place of business.

In the event that an audit is conducted by Professional specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Professional, then Professional shall file a copy of the audit report with the City's Auditor within thirty (30) days of Professional's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Professional to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

18.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Professional regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Professional, then the difference shall be either repaid by Professional to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Professional from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Professional, then the difference shall be paid to Professional by cash payment.

## **XIX. AVAILABILITY OF FUNDS**

19.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

## **XX. COMPLIANCE WITH LAWS**

20.1 In performance of the services, the Professional will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Professional to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to this Agreement.

20.2 Conflict of Interest. Professional covenants that no person employed by the Professional which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Professional further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Professional or its employees must be disclosed in writing to City.

20.3 Professional is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

## **XXI. FEDERAL AND STATE TAXES**

21.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Professional. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Professional be authorized to use the City's Tax Exemption Number in securing such materials.

## **XXII. SUCCESSORS AND ASSIGNS**

22.1 The City and the Professional each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. The Professional shall not assign this Agreement without the express written approval of the City via executed amendment.

## **XXIII. CONTINGENT FEES**

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

#### **XXIV. ENTIRETY OF AGREEMENT**

24.1 The City and the Professional agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Professional pertaining to the services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

#### **XXV. COUNTERPARTS**

25.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

#### **XXVI. WAIVER**

26.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

#### **XXVII. SEVERABILITY, SURVIVAL**

27.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

#### **XXVIII. GOVERNING LAW AND VENUE**

28.1 The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

28.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

## **XXIX. TIME IS OF THE ESSENCE**

29.1 Time is of the Essence. If any anticipated or actual delays arise, Professional shall immediately so notify the City. Regardless of notice if services or deliveries are not made at the time agreed upon, the City may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 13.1 (Termination by Default).

## **XXX. WAIVER OF TRIAL BY JURY**

30.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE CONTRACT DOCUMENTS, OR ARISING OUT OF , UNDER, OR IN CONNECTION WITH, THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

## **XXXI. FLORIDA PUBLIC RECORDS LAW FLORIDA STATUTES CHAPTER 119, *et seq.***

31.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

## **XXXII. HEADINGS**

32.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

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

Approved as to Insurance:

AS TO CITY:

\_\_\_\_\_  
David J. Ruiz  
Risk Management Division

\_\_\_\_\_  
Catherine Swanson-Rivenbark  
City Manager

Approved by Department Head  
or head of negotiations team as to  
the negotiated business terms

ATTEST:

\_\_\_\_\_  
Jessica Keller  
Assistant Director, Public Works

\_\_\_\_\_  
Walter J. Foeman  
City Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Approved as to compliance with  
Applicable Procurement Requirements:

\_\_\_\_\_  
Craig E. Leen  
City Attorney

\_\_\_\_\_  
Michael P. Pounds,  
Chief Procurement Officer

Approved as to Funds Appropriation:

\_\_\_\_\_  
Diana M. Gomez, Finance Director

-----  
ATTEST:

-----  
AS TO PROFESSIONAL

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
President

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

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

(SEAL)

(OR)  
WITNESSES (2):

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

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



## SCOPE OF SERVICES

### Final Version (10/27/15)

The scope of services to develop the Comprehensive Multimodal Transportation Master Plan is structured into four phases:

- **Phase 1:** Plan context (framework for the plan and analysis of existing and future conditions)
  - Technical analysis begins with data collection, review of prior plans, and analysis of existing and future conditions for each system analysis element.
- **Phase 2:** Civic engagement (interactive public dialogue on issues, needs, and translation into plan components)
  - Technical analysis continues during the charrette/ workshop events and the Open Design Studio phase, as planners and engineers distill the existing and future conditions analysis, propose initial approaches and options, and interact with the public and stakeholders to inform the plan development process.
- **Phase 3:** Drafting the comprehensive multimodal transportation plan (putting ideas into actions and projects)
  - In this phase, the technical analysis process distills the findings and input gained through civic engagement in Phase 2, fleshes out the details of each transportation system element to be addressed, confirms their optimal integration, and translates the findings into a menu of projects and actions.
- **Phase 4:** Implementation strategy (prioritization of plan recommendations based on funding analysis)
  - The implementation phase integrates the list of projects and actions into a prioritized implementation program, whose results will be incorporated into the final plan documents.

### Phase 1: Plan context

In Phase 1, the Professional will develop a vision statement for the plan, supported by a goals and objectives framework reflective of the goals, objectives, and supporting policies in the Mobility Element of the City's Comprehensive Development Master Plan. The intent of this statement is to guide the transportation plan process. This phase will also provide an assessment of previous studies and plans, data collection and assembly, and analysis of existing and future conditions as they relate to each of the plan components detailed in the Phase 3 plan documentation tasks, as a foundation for the master plan. On the project process side, this phase includes an initial meeting to introduce the staff of the Professional, set roles, provide a detailed project schedule, and establish administrative procedures. A site visit and tour of the City of Coral Gables will provide a hands-on assessment of physical and operational issues for the multimodal elements of the plan.

**Task 1.1. Project initiation.** At the start of the project, members of the Professional will meet with City staff to initiate development of the comprehensive multimodal transportation plan, including discussion of base information needs, identification of stakeholders, project schedule, administrative procedures, the public involvement process, and other relevant topics.

**Deliverable:** Summary of meeting discussion.

**Task 1.2. Plan framework.** The Professional will establish the framework for the plan, identifying its vision, goals, and objectives, as drawn from the Mobility, Future Land Use, and Green Elements of the City’s Comprehensive Development Master Plan. These parameters will guide development of the plan; this framework is intended to be flexible, but can be refined during the study process as needed. The goals and objectives will be communicated to the public and verified. This framework will be carried through the plan development, guiding the formulation of policy and project recommendations, confirming that each plan recommendation is responsive to the guiding principles of the plan.

**Deliverable:** Plan framework memorandum.

**Task 1.3. Data collection and review of existing plans and studies.** The Professional will become familiar with the details of previous plans, studies, and regulating documents for the City of Coral Gables. These include but are not limited to the current Coral Gables Comprehensive Plan and Capital Improvement Program, Coral Gables Bicycle and Pedestrian Master Plan, Miami-Dade County 2040 LRTP and associated current 5-Year Transportation Improvement Program, MDT Development Plan (2016–2025), and other relevant documents. The Professional will research transportation plans and studies for adjacent cities, such as the South Miami Intermodal Transportation Plan, and current initiatives within the city of Miami. FDOT and Miami-Dade County requirements and guidelines will also be addressed. The Professional will assess all relevant plans and studies for their current applicability to the study area and how they will affect future outcomes in the city. The Professional will tabulate development projects in the pipeline, along with pertinent studies and project plans being advanced by FDOT, MDT, Miami-Dade MPO, and others as relevant. Available information for the transportation system will be gathered to including traffic counts, traffic signal inventory, speed limits, existing and future transportation conditions will be inventoried to provide a framework for identification of needs and issues.

Additional traffic counts and other targeted field data collection will be performed by the Professional to support analysis of traffic congestion issues as described in Task 3.1, within the limits of the budget allowance for these activities. This data collection will be highly focused and prioritized to best address the analytical requirements of the technical analyses of the transportation network.

**Deliverable:** Memorandum capturing a summary of compiled data, and highlighting key aspects of compiled plans and studies.

**Task 1.4. Existing and future conditions analysis.** The Professional will use the information gathered, ArcGIS mapping, aerial and ground photography, land use surveys, and expertise and data provided by the City to assess network conditions and deficiencies and create a series of analysis maps for the downtown area and citywide. Information to be mapped will include key transportation system information such as coverage of existing land uses, open space, zoning, utility easements, property boundaries, ownership, topography, natural resources, environmental conditions, and building condition. Relevant data and information for each of the specified plan components to be examined in Phase 3 for plan definition will be compiled in graphic, data-driven format, using GIS mapping and other tools. The transportation mode and function elements are listed below.

- Street network
  - Traffic congestion management
  - Street function management
    - Traffic calming
    - Complete Streets
    - Street mode priority
  - Transportation safety issues
  - Sustainability/future proofing
  - Emergency services functions
- Bicycle and pedestrian
- Transit
- Parking policy and management
- Wayfinding

- Freight
- Travel demand management
- Transportation concurrency
- Transportation/land use interface
- Policy and guidelines
- Interagency coordination

The Professional will use available data and newly gathered transportation data, as determined with City staff, to assess the modal system elements. The range of data transportation components to be compiled include the following:

- Functional classification
- Traffic laneage map
- Road responsibility (City, County, FDOT)
- Existing and planned transit routes, stop locations, service levels, and ridership (MDT, City trolley, adjacent municipalities)
- Existing bicycle network and facilities
- Existing pedestrian network
- Traffic safety issues
- Existing and future daily traffic volumes
- Existing and future traffic level of service (LOS)
- Existing bicycle LOS
- Existing transit LOS
- Existing public parking facilities
- Wayfinding system summary
- Traffic congestion and neighborhood traffic intrusion

Using this information, the Professional will produce base maps of the planning area to be used throughout the civic engagement process in Phase 2. We will identify applicable federal, state, and local requirements relating to plan development and for consistency with other adopted documents. Throughout the process, the Professional will stay informed about concurrent planning efforts to provide an integrated end product. Compiled information will be translated into a series of relevant mapping, and into a synopsis of the data analysis, presenting observations and findings that identify strengths, needs, issues, opportunities, and strategies related to each of the modal components of the plan, as described in Phase 3.

**Deliverable:** Memorandum summarizing condition analysis.

**Task 1.5. Field tours.** The Professional will tour the study area with City staff and independently to examine major thoroughfares and components of the entire multimodal mobility network, as well as its land use context. The tour will also examine the existing urban form and the network of streets, blocks and lots, building types, and building patterns as they relate to the transportation network. Also included will be a review of the existing land use, density, transportation elements and issues, existing streetscape characteristics, urban design elements, and development issues affecting Coral Gables.

**Deliverable:** Field tours summary memorandum.

**Task 1.6. Project outreach and communications.** The Professional will work closely with City staff to determine the best mechanisms for outreach to individuals and groups in Coral Gables. A final strategy for soliciting community input and establishing ongoing public outreach throughout the process will be formulated.

The charrette or workshops will include multiple opportunities for people to offer input, including multiple community-wide workshops, small group conversations, exit surveys, keypad polling, one-word cards, and one-on-one conversations. The Professional will design flyers, posters, banners, postcards,

mailers, and press releases, as needed, which will be distributed to the media, neighborhood associations, business associations, and community organizations, among others.

The Professional will create an online engagement forum with a MySidewalk website, or alternatively MetroQuest, after discussion with City staff. These applications enable posting and interactive access of project-related data layers and can query the public on opinions and choices regarding project issues, as seen in the example images on the following page. Throughout the planning process the Professional will provide information to update the City website. Updates can be posted on the MySidewalk website, and/or on a project Facebook or Twitter page to keep the community informed about public meetings and help them follow the planning process. Information to be provided will include project updates, photographs, maps, renderings, images, and other submitted deliverables.

**Deliverable:** Design of public outreach materials. Setup and activate MySidewalk website.

**Task 1.7. Project management.** The Professional will conduct monthly progress meetings with City staff to discuss task status and progress, coordination of activities, coordination with stakeholders and partners, and key project topics, with an agenda and a summary of each meeting to be provided. Under this task, the Professional will also direct consultant resources towards the orderly execution of plan tasks. Monthly invoices will be prepared with written progress reports summarizing work accomplished for the billing period. This task will also include up to four separate project strategy sessions with City staff to address key technical topics integral to plan development. In addition, the Professional will provide short briefings to the City Commission at key points in the planning process, allowing for three such presentations not including an initial workshop and the draft/final plan presentations.

**Deliverable:** Plan management meeting agendas/summaries, project management, monthly progress reports, summaries of strategy sessions, Commission briefings.

## **Phase 2: Civic engagement**

The visioning charrette, composed of a series of public meetings, design sessions, stakeholder interviews, and technical meetings, will be the centerpiece of the public participation process. Over the course of a week, staff members from the Profession will lead this exercise. The hands-on nature of the charrette/workshops and the opportunity to interact with differing perspectives allows issues to be quickly identified and resolved. City staff, officials, and interested members of the public will be involved throughout the sessions at various meetings, workshops, and presentations. This process continues with the Open Design Studio component as discussed in this section. Alternatively, three multiday workshops, at different times, with different themes, and potentially at different locations in the City may be a more preferred approach to encompass all the significant components of the master plan. This approach will be tailored to best serve the needs of this plan. The Professional will work with City staff to structure the format of the charrette or mini-charrettes/workshop to best meet the needs of the community. Emphasis will be placed on establishing a community vision for multimodal options in Coral Gables and creating strategies to make that vision a reality. The end goal is a robust level of interaction with the public.

The civic engagement program is the mechanism through which development of the comprehensive multimodal transportation plan will be facilitated. This process, described in more detail in this section, will serve as the principal channel for community dialogue on the plan, complemented by a variety of other communication channels to share information, ideas, and interests.

**Task 2.1. Initial stakeholder engagement.** The Professional will conduct a series of meeting with key stakeholders to gain input from a variety of viewpoints as to transportation issues, needs, and priorities within Coral Gables. The Professional will provide a list of proposed interviews to be conducted to be refined with City staff. It is proposed that these visits would be one-on-one, with a format composed of some structured questions and some open-ended discussion, with an interview format developed in advance and review with the City. Proposed contacts would be with members of the City Commission, key City Department representatives (Parking, Planning and Zoning, Public Works, Public Safety,

Economic Development), the chamber of commerce, business associations, transportation interests, community organizations, and others. This task would also include a public workshop with the City Commission for their collective input to inform the planning process. Comments received would be summarized with or without identification of the parties, as directed, in the form of a memorandum.

**Deliverable:** Stakeholder engagement memorandum.

**Task 2.2. Kick-off event and hands-on session.** On the first day of the charrette or workshops, the Professional will lead a community-wide kick-off event to mark the official start of the public planning process. The event will feature a presentation to educate the public on best practices in street design, livable transportation, traditional urban design, sustainability, community character, and smart growth. In addition, the analysis of existing and future conditions will be presented to the public to inform and educate them on the numerous planning challenges that must be dealt with during the planning process. Immediately following the kick-off presentation, the meeting will transition to a hands-on design session.

Participants will divide into small table groups, oriented to base maps of the City, and a set of ground rules and goals for the session will be laid out. Each table will have a facilitator from the Professional or City staff to assist participants in several design exercises. During the first part of the table sessions, the community will identify the important issues associated with mobility in Coral Gables and discuss them in small groups. Participants will then continue to work together and draw on base maps to illustrate how they might like to see the areas evolve by describing their key transportation concerns.

At the end of the workshop, a spokesperson from each table will report the findings and major points to the entire assembly. The goal of the hands-on design session is to forge community consensus and develop a short- and long-range vision for the future of the City of Coral Gables and its connections to the City of Miami and other surrounding communities. Keypad polling, exit surveys, and one-word cards may be incorporated throughout the event to calculate and present public opinion on selected topics identified during the site visit.

**Deliverable:** Summary of events and input to be included in the public participation report.

**Task 2.3. Open Design Studio.** Following the hands-on design session, the Professional will set up an Open Design Studio, preferably in an easily accessible storefront location along Miracle Mile, for the duration of the charrette week. The Professional will work onsite to integrate the information gathered during the analysis of existing conditions and site visit with the input gained during Phase 1 to create an overall vision for Coral Gables transportation networks, while continuing to gather community input. Key stakeholders, City staff, and the community will be encouraged to stop in throughout the week as new issues come to mind and to check on the development of the plan. The Professional will continue the analysis process through this phase, formulating initial directions based on the existing and future conditions analysis, and continue public input.

**Deliverable:** Summary of events and input to be included in the public participation report.

**Task 2.4. Technical coordination meetings.** While working onsite, the Professional will lead technical meetings with government agencies and local experts to address transportation, pedestrian/cycling infrastructure, walkable streets, and other relevant topics. The purpose of these meetings is to review the emerging vision and receive immediate focused feedback from all stakeholders. Additional meetings with key stakeholders may be held to ensure their plan objectives are reflected. Other meetings will be held with key transportation partners such as the MPO, Miami-Dade County Public Works, MDT, and FDOT as needed.

**Deliverable:** Meeting summaries to be included in the public participation report.

**Task 2.5. Draft findings and visualizations.** During the charrette week or during the workshop days, the Professional will create an illustrative working schematics of transportation system options and potential functional and design characteristics including street system configurations, open space and recreation,

massing, density, and potential TOD sites. Visualizing change is a key component of the plan's methodology. Illustrations often communicate ideas better than words and are valuable tools to test or confirm plan concepts and gather meaningful input. Illustrations, ground-level and aerial perspective drawings, and diagrams that present emerging planning concepts will be created in the Open Design Studio to obtain immediate feedback from City staff and the community. Visualizations will provide "change-over-time" sequences of streetscape improvements and multimodal-oriented development. The draft illustrative plan components and associated visualizations will be accessible throughout the week to allow casual feedback and will be presented at the end of the week for more formal community input.

**Deliverable:** Illustrative/schematic plans and Visualizations. Summarized findings to be included in the public participation report.

**Task 2.6. Work-in-progress presentation.** At the conclusion of the charrette or workshops, the Professional will present the work at a work-in-progress presentation. At this presentation, the Professional will present ideas generated for the transportation plan, including the draft illustrative plan and visualizations of the area's hypothetical development, suggested TOD sites, and areas for strategic development. A question-and-answer session will follow the presentation. During the work-in-progress presentation, keypad polling will be used to generate real-time survey results and opinion polls from members of the audience. We can track response information and view results during the presentation. Keypad polling can help us understand whether the plan is on the right track.

**Deliverable:** Presentation and summary memorandum to be included in the public participation report.

**Task 2.7. Public participation report.** A public participation report will be drafted following the charrette, documenting a robust and inclusive public outreach process. The report will include the input and comments received from the public as well as a description of the work presented at the work-in-progress presentation. The report will be made publicly available, summarizing the community's vision.

**Deliverable:** Public participation memorandum/report.

### **Phase 3: Drafting the comprehensive multimodal transportation plan**

Phase 3 of the plan process integrates includes the technical analyses of Phase 1 with the input from the community involvement of Phase 2 to craft the draft comprehensive multimodal transportation plan. The Professional will develop elements of the plan, as described below. The draft plan will then be finalized based on additional public meetings, and implementation of revisions and refinements to emerge as the final plan for public presentation. This phase consists of the following tasks:

**Task 3.1. Street network.** The street system forms the framework of transportation circulation in the City, serving trips beginning and ending within Coral Gables, trips with an origin or destination within the City and the other trip end outside the City, and trips passing through the City without stopping. This network is composed of streets under the jurisdiction of the City, Miami-Dade County, and FDOT. This task will incorporate the following elements:

- **Task 3.1.1. Traffic congestion management.** A highly visible issue to be addressed in the street network element will be traffic congestion management, which manifests itself in two ways in Coral Gables:
  - Neighborhood traffic intrusion "hot spots"
  - Existing and projected areas of arterial and activity center congestion ("hot spots")

These target areas will be identified from City and community input, the existing and future conditions analysis, studies and reports, regional travel demand model data, 2040 LRTP, and field reviews. Based on discussion with the City, the City incorporated area will be divided into several zones or districts which experience distinctive traffic operations, service, congestion, or intrusion issues. The

problem areas will be reviewed, tabulated and prioritized. Traffic issues within each zone will be reviewed. Within the plan, the top 15 locations will be diagnosed and traffic engineering and management strategies assessed to address root causes and/or provide alternative methods to mitigate the congestion issues at hand. Schematics and descriptions of recommended actions will be developed and coordinated with other transportation agencies as appropriate.

**Deliverable:** Traffic congestion management memorandum addressing each hot spot area.

- **Task 3.1.2. Street function management.** Street function management involves assessing the role and use of a street relative to its physical configuration, adjacent land uses and property access, transit routes, volumes of cars, pedestrians and bicyclists, its functional classification by responsible transportation agencies with jurisdiction, and other factors. Under this element, the Professional will provide a high-level review of the City’s street network with respect to these parameters. Consistency with the functional classifications will be first confirmed. Based on field reviews, input from the public, existing street conditions, consideration of “hot spot” locations, and technical analysis by the Professional, identification of opportunities to modify the street configuration based on demonstrated need will be performed. This review will be closely coordinated with the bicycle and pedestrian element described in this section so that proposed bicycle corridors and their configurations are meshed with this review of the street network to yield an integrated plan. Options to be considered will include:
  - **Traffic calming:** the use of geometric and operational measures to redirect unwanted traffic, manage the speed of traffic, and enhance safety for non-vehicular users of the street.
  - **Complete Streets:** the reconfiguration of a street to provide a balanced design that incorporates provisions for pedestrians (wider sidewalks, safer crosswalks), transit stops, nighttime lighting (the “Complete Streets After Dark” concept) and landscaping balanced often with a reduced number of through/turning traffic lanes.
  - **Street mode priority:** a strategy which is an extension of Complete Streets wherein the functional transportation mode priorities for a street segment are determined (through traffic and parking, pedestrians, bicyclists, transit, taxi/valet, freight/delivery), and the street is configured to proportion its use according to that mode priority ranking (examples: Lincoln Road in Miami Beach – 100 percent pedestrians; Segovia Street in Coral Gables – two traffic lanes and two marked bicycle lanes). The street design for multimodal streets will include street sections for select prototypical streets. Street design will focus on safe, comfortable, and interesting streets that reduce vehicular trips. Particular emphasis will be placed on the design of Complete Streets and traffic calming strategies to improve safety within the City.

The Professional will prepare a memorandum summarizing the street system functionality under existing conditions and concepts for refinement incorporating the above elements. This work will also be coordinated with the traffic congestion management task to yield an integrated framework for the use of the street network.

**Deliverable:** Street function memorandum.

- **Task 3.1.3. Transportation safety issues.** A key consideration in transportation network planning is reducing traffic crash rates, both between vehicles and between vehicles, bicyclists, and pedestrians. As stronger actions are taken to promote walking and bicycling, the plan must address strategies to improve safety within street environments.

Florida cities have been near the top of national crash rates involving bicyclists and pedestrians. While Coral Gables has fewer high-speed, multilane arterial streets than other cities, nonetheless, actions to create a safer environment for those not in cars is important to the plan. The recent bicycle and pedestrian plan for the City cited 2008 crash data compiled by the MPO that shows crashes

involving bicyclists and pedestrians are most frequent in the commercial districts and near the University of Miami. Likewise, vehicular crashes are also a concern and will be reviewed as part of this effort. Strategies to address transportation safety issues will be incorporated into the Street Network element. Progressive strategies for improving street safety will be identified, including research of best practices, such as the report *Cities Safer by Design – Guidance and Examples to Promote Traffic Safety through Urban and Street Design* (World Resources Institute – Ross Center for Sustainable Cities, Washington, DC, 2015). This task will be coordinated with FDOT regarding roadways they oversee and with Miami-Dade County Public Works staff regarding approved street requirements. General strategies and responses to the identified crash history will be developed with recommendations for followup. This scope does not include analysis of high-crash locations and development of remedial actions. Limited analysis of this element will be provided.

**Deliverable:** Traffic safety memorandum.

- **Task 3.1.4. Sustainability/future proofing.** Another consideration in developing the plan is sustainability as it relates to the transportation system. Addressing sustainability in part involves assessing the resilience of the transportation infrastructure to forces that can threaten its condition and function, chief among these being sea-level change. Recent analyses show that the southern portion of the City is most susceptible to sea rise, putting transportation system in this area at risk over time. As part of the Southeast Florida Regional Climate Compact – Regional Climate Action Plan, among the 110 recommendations formulated to address identified climate threats included hardening transportation infrastructure in various ways, avoiding further development in hazard-prone areas, and promoting sustainability through mobility management strategies that reduce greenhouse emissions. This regional climate initiative meshes with a program of the Professional centered around the “future proofing” of our cities against a range of threats including climate change, aging infrastructure, resource and ecosystem risks, and energy/air quality risks. As part of this aspect, the Professional will identify threats to the transportation system in Coral Gables and provide recommendations on adaptive actions to counteract these threats in the form of a memorandum. Limited analysis of this element will be provided.

**Deliverable:** Sustainability/future proofing memorandum.

- **Task 3.1.5. Emergency services functions.** These functions include the movement of emergency vehicles and disaster evacuation routes. In planning the transportation network to address various multimodal needs and congestion challenges, it is critical to preserve the capability of key routes to serve police, fire protection, and ambulance movements. In addition, disaster evacuation routes (primarily for hurricane evacuation) are also of similar concern. Within Coral Gables, the Florida Division of Emergency Management has designated US 1 and SR 90/SW 8th Street as evacuation routes. These emergency functions will be considered in the transportation plan development. Limited analysis of this element will be provided.

**Deliverable:** Emergency services memorandum.

**3.2. Bicycle and pedestrian.** The Professional will prepare a bicycle and pedestrian element in the form of a memorandum to review the recommendations of the City of Coral Gables Bicycle and Pedestrian Master Plan prepared in 2014, and consider incorporation into the new plan, based on discussion with City staff. This plan formulated an extensive network of various types of bicycle facilities across the City, including shared-use bicycle/pedestrian routes. The plan also identified a set of pedestrian improvements including missing sidewalks and crosswalk improvements. The Professional will provide further coordination with Miami-Dade County on specific corridor recommendations from the prior study conducted, or refinements to prior recommendations considered. With City concurrence, alternative geometric design parameters could be proposed and coordinated with the County for approval. The transportation plan will build on this foundation, confirming that the bicycle/pedestrian element is integrated into the transportation plan, bicycle route typical sections are coordinated with the street network plan including Complete Streets proposals, and the plan is coordinated in terms of connectivity with transit services. The Under Line corridor project looking to evolve the M-Path into a more complete



and interesting axis for non-motorized travel will also be incorporated. The intent with this effort is to work to resolve issues with any proposals in the 2014 plan noted above; however, this scope does not include a large-scale effort to re-invent the 2014 plan, to collect new related data, and formulate a new set of resulting recommendations. The Professional will support the prior plan with selected technical analysis of traffic service for six locations.

Another element that can be addressed by the transportation plan is identification of needs for intersection curb ramps to conform to ADA requirements and incorporation of any sidewalk repair needs to address cracked and misaligned sidewalk surfaces. This element will be incorporated based on existing information as to deficiencies that can be provided by the City. This task does not include field work to identify such deficiencies in sidewalk presence or condition and ADA requirements.

**Deliverable:** Bicycle and pedestrian memorandum.

**Task 3.3. Transit.** The Profession will prepare a transit element in the form of a memorandum to document existing transit services provided by MDT and the City trolley route. The transit element of the plan will capture planned, funded improvements by MDT within, through, and near the City, and will incorporate the currently programmed southward expansion of the trolley, as well as a planned downtown loop and service improvement to extend the hours of operation, per the trolley operations planning study. Other planning studies such as those MDT and the MPO have conducted for transit improvements along Douglas Road will be integrated into this plan element. This element will also explore convenient interfaces between various transit routes as well as other modes such as bicycle, and offer recommendations to improve the convenience and amenities of transit. Opportunities for new services such as a shuttle route to the Miami Intermodal Center adjacent to Miami International Airport will also be considered.

**Deliverable:** Transit memorandum.

**Task 3.4. Parking policy and management.** The City has operated a successful parking system for many years, covering on-street parking and parking decks. The program has adopted new technologies including pay stations and pay-by-phone to enhance customer convenience and system efficiency. The Professional will develop this element of the plan to document the existing system facilities and policies, as well as pending improvements. Limited analysis of this element will be provided.

In coordination with the City Parking Director, policies relating to parking requirements for new development and pricing strategies will be reviewed and refinements proposed where applicable. The role of an advanced parking management system that provides parking supply inventory tracking, status sign panels in strategic locations, and smart phone accessibility will be explored as well. The role of the parking system involving the redevelopment of some garages into mixed-use development projects, as a tool for planned land development, will also be considered. A set of recommendations to guide the parking system into the future based on the anticipated growth and development of the commercial areas will be formulated in the form of a memorandum. This element will also consider parking intrusion issues into neighborhood areas where identified and strategies to manage these situations.

**Deliverable:** Parking policy and management memorandum.

**Task 3.5. Wayfinding.** The wayfinding element will address guide signing across the City to assist visitors and residents in accessing major City activity centers. Limited analysis of this element will be provided. The Parking Department has developed a wayfinding system for its parking sites in the commercial areas. This element would complement that strategy on a city-wide basis. Such signing would need to be coordinated with FDOT and Miami-Dade County depending upon roadway segment responsibility. Wayfinding also has a role on the bicycle network and can encourage use by identifying accessible destinations and the time and/or distance to reach them. Recommendations for a wayfinding system within the City will be developed and documented in a memorandum.

**Deliverable:** Wayfinding memorandum.

**Task 3.6. Freight.** The Professional will develop a freight element to address freight movements, trucking, and delivery/loading zones as they relate to traffic operations, particularly in commercial areas. Based on field review and input from City staff and police, “hot spots” for these issues will be identified and characterized. Existing City policy and regulations relating to delivery/loading zones, truck routes, and other relevant topics will be reviewed. Limited analysis of this element will be provided.

City requirements for off-street delivery/loading zones will also be reviewed. Approaches to this issue in the Cities of Miami and Miami Beach will also be researched in terms of lessons learned and best practices in a balanced management approach. Recommendations to address problem areas, and possible refinement of policies and regulations, will be developed as part of the plan, in the form of a memorandum.

**Deliverable:** Freight memorandum.

**Task 3.7. Travel demand management.** The Professional will develop a travel demand management element of the plan to address transportation needs by focusing on the demand side of transportation rather than on the capacity side. Also now called mobility management, this approach concentrates on changing how many vehicular trips are made, how they are made in terms of travel mode, and when they are made, to lessen the peak period demands on existing transportation infrastructure, or enabling that infrastructure to be used more efficiently. Local examples of this are the regional vanpooling and carpooling programs, and the express buses operating in the uncongested managed lanes of I-95. An agency that operates as a mobility manager (or several working together) can be defined as “...a transportation organization serving the general public that responds to and influences the demands of the travel market by undertaking actions and supportive strategies, directly or in collaboration with others, to provide a full range of travel options to the single-occupant automobile.”

Under this element, the Professional will review plans and programs in place at the City, MPO, FDOT, and MDT that are supportive of travel demand management/mobility management strategies. Based on analysis of travel pattern information for the City available from the U.S. Census and the regional travel demand model, opportunities to piggyback on existing area programs and create City-focused programs will be identified and their impact quantified. Progressive strategies that support travel demand management and mobility management such as bike-share (such as Deco Bike in Miami Beach) and car-share services (such as ZipCar and others), policy approaches to off-street parking requirements, parking pricing strategies, partnering with other agencies and/or programs, and others will also be addressed. A well-rounded program of travel demand management/mobility management strategies will be proposed and explored for inclusion into the final plan. The potential impact of these strategies will be described along with their interface with other plan initiatives. This element will be closely coordinated with other plan elements to derive the maximum impact with minimum expenditure.

**Deliverable:** Travel demand management memorandum.

**Task 3.8. Transportation concurrency.** Existing traffic concurrency regulations of the City will be reviewed by the Professional and compared to others in south Florida including the City of Miami, which uses a “person capacity” approach to its determination, taking into account the availability of transit services. In 2013, the MPO commissioned an analysis of traffic concurrency procedures nationwide, compared those, and identified several strategies that could be considered. That report (Evaluation of Current Methodology to Determine Traffic Concurrency, MPO, Feb. 2013), along with another report (Transportation Concurrency Best Practices Guide, Florida Department of Community Affairs, Sept. 7), and a report by the Center for Urban Transportation Research (Transportation Concurrency Requirements and Best Practices: Guidelines for Developing and Maintaining an Effective Transportation Concurrency Management System), among others, can be the foundation for reviewing the City’s applicable procedures and devising a refined approach that best addresses City objectives in applying traffic concurrency to redevelopment and new development within the City in concert with other transportation and land use policies. Limited analysis of this element will be provided.

This research will be complemented by the Quality/Level of Service Handbook (FDOT, 2013), Transportation Site Impact Handbook – Estimating the Transportation Impacts of Growth (FDOT, April 2014), and other guidebooks. The Professional will also apply its experience in assisting cities with the formulation and application of their traffic concurrency procedures. The Professional will present options and tradeoffs of differing approaches, and summarize the findings in the form of a memorandum.

**Deliverable:** Transportation concurrency memorandum.

**Task 3.9. Transportation/land use interface.** This element will provide an assessment of policy linkages in Coral Gables between the transportation network and land use, particularly commercial, retail, and office land uses as well as mixed used developments. Existing policies relating to Transit Oriented Development (TOD) will also be researched and assessed, including coordination with MDT’s Joint Development Program focused on Metrorail stations. As part of this task, the relation of existing City regulations pertaining to redevelopment, new development, density, transportation/traffic concurrency, and interface with alternative travel modes will be reviewed and summarized. Land use policies and form-based requirements to encourage land use interaction and walkability, which support transportation demand management strategies to reduce vehicular trips will be explored and defined. The Professional will identify opportunity zones to strengthen the transportation/land use connection within the City, including identification of potential sites for TOD, and with renderings of selected sites to visualize the potential of well-designed TODs.

**Deliverable:** Transportation/land use interface memorandum.

**3.10. Policy and guidelines.** The Professional will develop this element to identify and describe those aspects of the plan that require documentation and possibly City approvals relative to updates, changes, or recommendations effected by the plan. These may include:

- Update of the Comprehensive Development Master Plan element for Mobility, and possibly the Future Land Use, Green, and other Elements, for consistency to plan findings.
- Policy guidance for traffic calming.
- Policy guidance for Complete Streets and/or street mode prioritization.
- Policy guidance for updated street geometric design criteria, in coordination with Miami-Dade County.
- Possible changes in other parameters such as off-street parking, loading zones, and other regulations.

The Professional will identify in the form of a memorandum the proposed changes in companion City policies and/or regulations for consideration by City.

**Deliverable:** Policy and guidelines memorandum.

**3.11. Interagency coordination.** The Professional will develop this interagency coordination element to address the City’s involvement in the Miami-Dade transportation planning and project development process through the MPO, MDT, Miami-Dade Public Works and Waste Management Department, FDOT, and other transportation partners. The City’s active involvement in the recently completed Seven50 study for the seven-county south Florida region over the next 50 years is a precursor to the extent to which the City can become engaged in area transportation policy and investment priorities. There are pending changes at the County where MDT may evolve into a transportation department with a broader and more integrated mobility management focus on transportation services and investments. Similarly, the Cities of Miami and Miami Beach have become more proactive and progressive in their approach to tackling the pressures of urban mobility, parking, transit, and congestion management. This element will summarize these emerging trends and highlight strategies and initiatives that will be driving future transportation investments in the region, and how the City of Coral Gables can be at the table with a prominent say in our region’s transportation future. This element will also reflect beneficial partnering with other transportation agencies in the implementation of certain improvement recommendations involving the affected parties, as described in Phase 4. Limited analysis of this element will be provided.

**Deliverable:** Interagency coordination memorandum.

**3.12. Draft transportation plan.** The Professional will prepare a draft plan document that presents the technical analyses, public input, and findings in narrative and graphic format. The draft illustrative plan, visualizations, and development concepts begun during the charrette will be refined to illustrate the community's short- and long-term goals for the City based on comments received following the work-in-progress presentation. Graphics and text will be used to demonstrate the common vision and show what is possible by describing the mix of uses, building types, transitions to the surrounding neighborhoods, and street details. A key driver in the development of the plan will be the interconnection within and across travel modes, facilitating trips involving more than one mode, expediting mobility and expanding accessibility, and reaching destinations across the City and within the nearby region.

Based on the preferred vision for the community, recommendations and implementation steps to make the community's vision a reality will be drafted. Implementation strategies will include immediate action as well as short-term and long-term steps to implementing the vision. Immediate action steps that the City can begin, such as tactical urbanism opportunities (temporary installations of selected street treatments for testing and feedback by the public), will be highlighted to provide case studies of bringing the plan vision to fruition.

The draft plan document will be concise and will include the plan vision, existing conditions analysis, the civic engagement process, and implementation strategy. Defined planning principles developed with community interaction throughout the plan development will guide the document. Recommendations and implementation steps will also be detailed within this document.

**Deliverable:** Draft transportation plan.

**3.13 Presentation of the draft plan.** The Professional will present the draft plan to the public, through a series of meetings, scheduled in coordination with the City. Presentations may include community-wide meetings, special meetings/open houses, including various business groups and neighborhood associations, or at official public hearings for the commission. Staff of the Professional will be available to answer questions and explain the details of the plan and implementation recommendations. The Professional will develop a presentation that summarizes the transportation plan for use by City staff on an ongoing basis. The Professional will participate in up to 5 coordination and adoption meetings to shepherd the plan through adoption and into implementation.

**Deliverable:** Meeting notes, plan presentation.

**3.14. Preparation of the final plan.** The draft of the plan will be revised based on comments received from the public, City staff, and officials. Final documentation of the plan, and supporting project files and mapping, will be accomplished. The plan will be published in digital and hard copy formats, with 25 hardcopies of the plan and 10 CD-ROMs with digital files.

**Deliverable:** Final transportation plan, 25 hardcopies and 10 CD-ROMs.

**3.15. Presentation of the "final" plan.** Members of the Professional will present the plan and attend up to three public meetings to assist in the adoption of the plan. The details of this effort will be determined in conversation with the City.

**Deliverable:** Notes from presentations.

## **Phase 4: Implementation strategy**

A clearly defined implementation strategy is an essential component of the planning process. The transportation plan will include immediate action, short-term, and long-term strategies; City and other potential funding sources; and training to facilitate its ongoing deployment.

**4.1. Implementation phasing plan.** The Professional will develop an implementation phasing plan that will establish a strategy to implement the transportation plan over time. This process will begin with an assessment of funding sources, including funding from partners on projects involving joint participation. Implementation should begin with immediate action strategies including tactical urbanism, temporary displays, and simple improvements. The short-term and long-term implementation plan elements will provide timelines, and will also identify benchmarks to evaluate the success of the plan's adoption. The implementation strategy will plan for growth over 10 years, but will be adaptable to change.

In Phase 3, specific recommendations addressing each transportation mode and function component will be translated into projects or actions for implementation, consisting of policy changes, programs to involving physical project implementation, and projects involving physical improvements. Conceptual-level cost estimates will be developed for projects that are sufficiently defined to permit costing. For all projects and actions, an implementation table will be prepared to show a project/action ID number, title, short description, cost if applicable, priority by timeline, implementation notes, implementation partners if any, and potential funding sources. As directed by the City, the Professional will coordinate the proposed program of projects and actions with City departments as necessary.

For the list of capital projects, the Professional will work with the City and any relevant public input to prioritize projects against estimates of funding availability. The Professional will employ its project gaming tool to develop detailed cost estimates for projects and then test funding and programming scenarios to establish project priorities. As a test in the prioritization process, The Professional will review project priority scenarios to check for interrelationships between projects and make adjustments to assure a logical progression of implementation.

**Deliverable:** Plan implementation strategy memorandum.

ATKINS	Subtotal	Principal	Project Leader	Director of Design	Town Planner	Urban Designer	D&A Analyst	Principal	St. Tamme Engineer	St. Tamme Engineer	J. Engineer	Inspector	Calvin	ATKINS	D&A	Calvin	Calvin
\$228,000	\$228,000	\$228,000	\$100,000	\$128,000	\$80,000	\$100,000	\$20,000	\$28,000	\$100,000	\$128,000	\$80,000	\$20,000	\$28,000	\$228,000	\$100,000	\$128,000	\$20,000

**Phases and Tasks**

Task	Phase	Subtotal	Project Manager	St. Tamme Engineer	St. Tamme Planner	St. Tamme Engineer	St. Tamme Engineer	St. Tamme Engineer	St. Tamme Engineer	St. Tamme Engineer	St. Tamme Engineer	St. Tamme Engineer	St. Tamme Engineer	St. Tamme Engineer	St. Tamme Engineer	St. Tamme Engineer	St. Tamme Engineer	
Phase 1	PLAN CONTEXT AND MANAGEMENT	\$750,000	\$1,100,000	\$500,000	\$750,000	\$2,100,000	\$1,200,000	\$2,000,000	\$2,500,000	\$2,700,000	\$5,400,000	\$25,170,000	\$900,000	\$9,865,000	\$370,000	\$6,400,000	\$1,700,000	\$23,170,000
Task 1.1	Project Initiation	1	4	2	4	21	12	20	34	32	60	300	3	4	2	18	7	31
Task 1.2	Plan Framework	4	4	4	4	6	4	6	6	6	12	48	1	4	4	12	4	28
Task 1.3	Data Collection and Review of Plans and Studies	2	2	2	2	6	4	6	6	6	12	48	1	4	4	12	4	28
Task 1.4	Existing and Future Conditions Analysis	4	4	4	4	6	4	6	6	6	12	48	1	4	4	12	4	28
Task 1.5	Field Tours	4	4	4	4	6	4	6	6	6	12	48	1	4	4	12	4	28
Task 1.6	Project Outreach and Communications	12	12	12	12	6	4	6	6	6	12	48	1	4	4	12	4	28
Task 1.7	Project Management	2	24	24	24	6	4	6	6	6	12	48	1	4	4	12	4	28
Phase 2	CM&C ENGAGEMENT	\$0.00	\$10,500.00	\$1,200.00	\$1,500.00	\$500.00	\$400.00	\$600.00	\$600.00	\$1,000.00	\$3,000.00	\$12,400.00	\$7,000.00	\$24,000.00	\$11,010.00	\$7,700.00	\$17,200.00	\$22,200.00
Task 2.1	Initial Stakeholder Engagement	0	74	8	12	4	4	8	8	12	24	134	25	130	64	60	391	301
Task 2.2	Kick-off Event and Hands-on Session	20	20	20	20	6	4	6	6	6	12	48	2	22	24	24	24	48
Task 2.3	Open Design Studio	8	8	8	8	6	4	6	6	6	12	48	2	14	8	40	40	80
Task 2.4	Technical Coordination Meetings	8	8	8	8	6	4	6	6	6	12	48	2	30	38	38	38	76
Task 2.5	Design Reviews and Visualizations	8	8	8	8	6	4	6	6	6	12	48	2	16	20	92	92	184
Task 2.6	Open House	8	8	8	8	6	4	6	6	6	12	48	2	16	20	92	92	184
Task 2.7	Work-in-Progress Presentation	8	8	8	8	6	4	6	6	6	12	48	2	16	20	92	92	184
Task 2.8	Public Participation Report	2	2	2	2	6	4	6	6	6	12	48	2	16	20	92	92	184
Phase 3	TRANSPORTATION PLAN DEVELOPMENT	\$250,000	\$21,000,000	\$11,700,000	\$7,000,000	\$14,000,000	\$7,200,000	\$9,000,000	\$1,000,000	\$8,000,000	\$18,450,000	\$22,400,000	\$1,000,000	\$20,600,000	\$11,010,000	\$8,400,000	\$9,800,000	\$21,600,000
Task 3.1	Street Network	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 3.1.1	Traffic Congestion Management	16	44	16	16	66	20	96	8	30	84	282	2	22	24	24	24	48
Task 3.1.2	Street Function Management	8	8	8	8	16	4	8	8	8	16	64	1	14	8	40	40	80
Task 3.1.3	Transportation Safety Issues	4	4	4	4	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.1.4	Sustainability/Access/Equity	2	2	2	2	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.1.5	Emergency Services Functions	2	2	2	2	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.2	Bicycle and Pedestrian Element	4	4	4	4	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.3	Transit Element	4	4	4	4	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.4	Parking Policy and Management Element	4	4	4	4	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.5	Wayfinding Element	2	2	2	2	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.6	Freight Element	2	2	2	2	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.7	Travel Demand Management Element	4	4	4	4	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.8	Transportation Concurrence Element	2	2	2	2	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.9	Transportation Land Use Interface Element	2	2	2	2	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.10	Policies and Guidelines Element	4	4	4	4	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.11	Interagency Coordination Element	4	4	4	4	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.12	Preparation of Draft Plan	8	8	8	8	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.13	Preparation of Draft Plan	8	8	8	8	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.14	Preparation of Final Plan	8	8	8	8	6	4	6	6	6	12	48	1	8	8	32	32	64
Task 3.15	Preparation of Final Plan	8	8	8	8	6	4	6	6	6	12	48	1	8	8	32	32	64
Phase 4	IMPLEMENTATION STRATEGY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 4.1	Implementation Phasing Plan	0	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Manhours		230	82	78	171	88	186	114	123	18	1,084	30	219	86	248	160	721	34

**TOTAL COST PROPOSAL: \$390,000.00**

Project: Coral Gables Comprehensive Multimodal Transportation Plan

Company: ATKINS

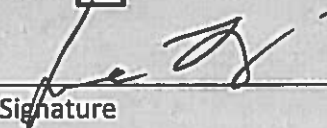
**COST SUMMARY**

TASK	DESCRIPTION	ATKINS	DOVER-KOHL & PARTNERS	CALTRAN ENGINEERING	TOTAL	Share of Labor Cost
<b>Phase 1 PLAN CONTEXT AND MANAGEMENT</b>						
Task 1.1	Project Initiation	\$ 1,430.00	\$ 740.00	\$ 1,510.00	\$ 3,680.00	1.2%
Task 1.2	Plan Framework	\$ 1,480.00	\$ 2,200.00	\$ -	\$ 3,680.00	1.2%
Task 1.3	Data Collection and Review of Plans and Studies	\$ 3,940.00	\$ 1,955.00	\$ 10,540.00	\$ 16,435.00	5.5%
Task 1.4	Existing and Future Conditions Analysis	\$ 6,680.00	\$ 2,160.00	\$ -	\$ 8,840.00	2.9%
Task 1.5	Field Tours	\$ 2,520.00	\$ 3,340.00	\$ -	\$ 5,860.00	2.0%
Task 1.6	Project Outreach and Communications	\$ 2,980.00	\$ 2,900.00	\$ -	\$ 5,880.00	2.0%
Task 1.7	Project Management	\$ 6,140.00	\$ 4,440.00	\$ 1,250.00	\$ 11,830.00	3.9%
Phase 2	<b>CIVIC ENGAGEMENT</b>	\$ 22,400.00	\$ 58,870.00	\$ -	\$ 81,270.00	27.1%
Task 2.1	Initial Stakeholder Engagement	\$ 4,580.00	\$ 4,670.00	\$ -	\$ 9,250.00	3.1%
Task 2.2	Kick-off Event and Hands-on Session	\$ 4,560.00	\$ 11,200.00	\$ -	\$ 15,760.00	5.3%
Task 2.3	Open Design Studio	\$ 2,560.00	\$ 6,110.00	\$ -	\$ 8,670.00	2.9%
Task 2.4	Technical Coordination Meetings	\$ 5,900.00	\$ 8,250.00	\$ -	\$ 14,150.00	4.7%
Task 2.5	Draft Findings and Visualizations	\$ 2,100.00	\$ 12,540.00	\$ -	\$ 14,640.00	4.9%
Task 2.6	Work-in-Progress Presentation	\$ 1,760.00	\$ 6,600.00	\$ -	\$ 8,360.00	2.8%
Task 2.7	Public Participation Report	\$ 940.00	\$ 9,500.00	\$ -	\$ 10,440.00	3.5%
Phase 3	<b>TRANSPORTATION PLAN DEVELOPMENT</b>	\$ 84,155.00	\$ 21,660.00	\$ 9,840.00	\$ 115,655.00	38.6%
Task 3.1	Street Network	\$ 44,950.00	\$ -	\$ 9,840.00	\$ 54,790.00	18.3%
Task 3.3.1	Traffic Congestion Management	\$ 29,950.00	\$ -	\$ 9,840.00	\$ 39,790.00	13.3%
Task 3.3.2	Street Function Management	\$ 9,840.00	\$ -	\$ -	\$ 9,840.00	3.3%
Task 3.3.3	Transportation Safety Issues	\$ 2,660.00	\$ -	\$ -	\$ 2,660.00	0.9%
Task 3.3.4	Sustainability/Futureproofing	\$ 1,225.00	\$ -	\$ -	\$ 1,225.00	0.4%
Task 3.3.5	Emergency Services Functions	\$ 1,275.00	\$ -	\$ -	\$ 1,275.00	0.4%
Task 3.2	Bicycle and Pedestrian Element	\$ 4,680.00	\$ 5,800.00	\$ -	\$ 10,480.00	3.5%
Task 3.3	Transit Element	\$ 2,770.00	\$ -	\$ -	\$ 2,770.00	0.9%
Task 3.4	Parking Policy and Management Element	\$ 2,220.00	\$ -	\$ -	\$ 2,220.00	0.7%
Task 3.5	Wayfinding Element	\$ 1,730.00	\$ -	\$ -	\$ 1,730.00	0.6%
Task 3.6	Freight Element	\$ 2,180.00	\$ -	\$ -	\$ 2,180.00	0.7%
Task 3.7	Travel Demand Management Element	\$ 2,620.00	\$ -	\$ -	\$ 2,620.00	0.9%
Task 3.8	Transportation Concurrency Element	\$ 2,840.00	\$ -	\$ -	\$ 2,840.00	0.9%
Task 3.9	Transportation / Land Use Interface Element	\$ 1,130.00	\$ 5,800.00	\$ -	\$ 6,930.00	2.3%
Task 3.10	Policies and Guidelines Element	\$ 5,760.00	\$ -	\$ -	\$ 5,760.00	1.9%
Task 3.11	Interagency Coordination Element	\$ 1,880.00	\$ -	\$ -	\$ 1,880.00	0.6%
Task 3.12	Preparation of Draft Plan	\$ 4,800.00	\$ 5,800.00	\$ -	\$ 10,600.00	3.5%
Task 3.13	Presentation of Draft Plan	\$ 1,320.00	\$ 1,040.00	\$ -	\$ 2,360.00	0.8%
Task 3.14	Preparation of Final Plan	\$ 3,010.00	\$ 2,180.00	\$ -	\$ 5,190.00	1.7%
Task 3.15	Presentation of Final Plan	\$ 2,265.00	\$ 1,040.00	\$ -	\$ 3,305.00	1.1%
Phase 4	<b>IMPLEMENTATION STRATEGY</b>	\$ 3,220.00	\$ -	\$ -	\$ 3,220.00	1.1%
Task 4.1	Implementation Phasing Plan	\$ 3,220.00	\$ -	\$ -	\$ 3,220.00	1.1%
<b>TOTAL LABOR COST</b>		<b>\$134,945.00</b>	<b>\$98,265.00</b>	<b>\$23,140.00</b>	<b>\$256,350.00</b>	<b>85.5%</b>
<b>EXPENSES</b>		<b>\$26,500.00</b>	<b>\$1,490.00</b>	<b>\$15,660.00</b>	<b>\$43,650.00</b>	<b>14.6%</b>
<b>TOTAL COST</b>		<b>\$161,445.00</b>	<b>\$99,755.00</b>	<b>\$38,800.00</b>	<b>\$300,000.00</b>	<b>100.0%</b>





# RISK MANAGEMENT APPROVAL FORM

Name: Atkins North America, Inc.			
Account Number: CE00000478			
Address: 2001 NW 107 Avenue, Miami, FL, 33172-2507			
Status: Currently in Compliance			
<b>ACCOUNT INFORMATION</b>			
Account Number: CE00000478			
Risk Type: Minimum Insurance Requirements w/ Professional			
Do Not Call: <input type="checkbox"/>		Address Updated: <input type="checkbox"/>	
<b>ADDRESS INFORMATION</b>			
Mailing Address:			
Insured:			
Address 1:			
Address 2:			
City:	State:	Zip:	Country:
<b>CONTRACT INFORMATION</b>			
Contract Number:			
Contract Start Date:		Contract End Date:	
Contract Effective Date:		Contract Expiration Date:	
Description of Services:		Safety Form II:	
<b>CONTRACT INFORMATION</b>			
Contract Name:		Email Address:	
Phone Number:		Fax Number:	
Approval Date:		Rush:	
Contract on File:		Certificate Received:	
Indemnification Agreement:		Tax ID:	
Lot Number:			
<b>For HR Purposes Only:</b>			
Approved: <input checked="" type="checkbox"/>		Disapproved: <input type="checkbox"/>	
 _____ Signature		11/13/15 _____ Date	