



TOWN OF CUTLER BAY

REQUEST FOR QUALIFICATIONS

RFQ No. 23-09

CONSTRUCTION FIRM

16 ACRE LEGACY PARK AND MUNICIPAL COMPLEX

**SUBMITTAL DUE DATE:
Friday February 2, 2024
3:00 PM (EST)**

**MANDATORY PRE-RFQ RESPONSE MEETING DATE:
Tuesday January 16, 2024
10:00 AM (EST)**



TABLE OF CONTENTS

<u>ADVERTISEMENT</u>	<u>Page 3</u>
<u>SECTION I</u>	<u>Page 4</u>
<u>Introduction</u>	<u>Page 4</u>
<u>Sealed Proposals</u>	<u>Page 8</u>
<u>Schedule of Events</u>	<u>Page 8</u>
<u>Definition of Terms</u>	<u>Page 9</u>
<u>Eligibility</u>	<u>Page 9</u>
<u>Response/(Qualifications Package) Preparation</u>	<u>Page 10</u>
<u>Submission of Proposal</u>	<u>Page 12</u>
<u>Clarification and Addenda</u>	<u>Page 12</u>
<u>Certification</u>	<u>Page 13</u>
<u>Acceptance or Rejection of Proposals</u>	<u>Page 13</u>
<u>Retention of Responses</u>	<u>Page 13</u>
<u>Presentation Costs</u>	<u>Page 13</u>
<u>Evaluation Method and Criteria</u>	<u>Page 14</u>
<u>Award of Contract</u>	<u>Page 17</u>
<u>Contract Term</u>	<u>Page 18</u>
<u>Negotiations</u>	<u>Page 18</u>
<u>Laws/Ordinances</u>	<u>Page 18</u>
<u>Errors and Omissions</u>	<u>Page 19</u>
<u>Warranties of Usage</u>	<u>Page 19</u>
<u>Assignment</u>	<u>Page 19</u>
<u>Collusion</u>	<u>Page 19</u>
<u>Prohibition Against Considering Social, Political, Or Ideological Interests</u>	
<u>In Government Contracting</u>	<u>Page 19</u>
<u>Campaign Finance Restrictions on Vendors</u>	<u>Page 19</u>
<u>Vendors' Campaign Contribution Disclosure</u>	<u>Page 20</u>
<u>Lobbyist Registration</u>	<u>Page 20</u>
<u>Public Records Law</u>	<u>Page 20</u>
<u>Cone of Silence</u>	<u>Page 22</u>
<u>Point of Contact</u>	<u>Page 23</u>
<u>American Rescue Plan Act Provision</u>	<u>Page 23</u>
<u>Women/Minority Owned & Emerging Small Business Bid Submittal</u>	<u>Page 24</u>
<u>SECTION II</u>	<u>Page 25</u>
<u>Scope of Services</u>	<u>Page 25</u>
<u>SECTION III</u>	<u>Page 33</u>
<u>Fee Structure</u>	<u>Page 33</u>
<u>SECTION IV</u>	<u>Page 35</u>
<u>E-Verify Affidavit</u>	<u>Page 35</u>
<u>Single Execution Affidavit (Contract Exhibit A)</u>	<u>Page 36</u>



SECTION V	Page 42
<u>Proposal Requirements Checklist</u>	<u>Page 42</u>
<u>Appendix A, Proposal Confirmation</u>	<u>Page 43</u>
<u>Appendix B, Indemnification Clause</u>	<u>Page 44</u>
<u>Appendix C, Non-Collusive Affidavit</u>	<u>Page 45</u>
<u>Appendix D, Drug-Free Workplace</u>	<u>Page 47</u>
<u>Appendix E, Sworn Statement on Public Entity Crimes</u>	<u>Page 48</u>
<u>Appendix F, RFQ NO. 23-09 Addendum Acknowledgement Form</u>	<u>Page 51</u>
<u>Appendix G, Anti-Kickback Affidavit</u>	<u>Page 52</u>
<u>Appendix H, Proof of Insurance</u>	<u>Page 53</u>
<u>Appendix I, Certification Regarding Scrutinized Companies</u>	<u>Page 54</u>
SECTION VI	Page 56
<u>Exhibit A: 16 Acre, Legacy Park & Municipal Complex Exec. Summary</u>	<u>Page 56</u>
<u>Exhibit B: Concept Project/Schedule</u>	<u>Page 57</u>
<u>Exhibit C: Approved Master Plan (Resolution No. 23-68)</u>	<u>Page 58</u>
<u>Exhibit D: American Rescue Plan Act (ARPA) Addendum</u>	<u>Page 59</u>



ADVERTISEMENT: TOWN OF CUTLER BAY NOTICE OF REQUEST FOR QUALIFICATIONS RFQ NO. 23-09 "CONSTRUCTION MANAGEMENT/DESIGN ASSIST SERVICES FOR 16-ACRE LEGACY PARK AND MUNICIPAL COMPLEX"

The Town of Cutler Bay ("Town") is requesting proposals from qualified professionals for the selection of a Construction Firm ("Firm") for Construction Management ("CM")/Design Assist Services. Interested Firms should visit the Town's website at www.cutlerbay-fl.gov to obtain the Request for Qualifications package. Qualification Packages may also be picked up at the following location, during normal business hours:

Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Sealed submittals including one (1) original and three (3) bound paper copies of the submittal, and one (1) USB flash drive completely duplicating the original proposal of the submittals, must be received no later than **3:00 PM** on **February 2, 2024** and be clearly marked on the outside, RFQ No. 23-09, Construction Firm/Design Assist Services by Mr. Mauricio Melinu, CMC Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.

Late Submittals and facsimile/electronic submissions will not be considered. The Firm shall bear all costs associated with the preparation and submission of the proposal.

A MANDATORY Pre-RFQ meeting will be held on Tuesday January 16, 2024, at 10:00AM in the Town Hall Council Chambers, 10720 Caribbean Blvd., Cutler Bay, Florida 33189.

The meeting will also be available electronically using Zoom communications media technology platform. Registration is required. To register in advance, please visit: https://us06web.zoom.us/webinar/register/WN_wl2y8me3RTeJY45nxaNRjA

Pursuant to Town Code, Chapter 24, Article II, Section 24-228 of the Town Charter, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the RFQ from the time of advertisement of the RFQ until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

Women/Minority Owned and Emerging Small Businesses are invited to submit proposals on this Project.

The Town reserves the right to accept and/or reject all proposals, or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request revised/new proposals on the required materials and/or services or take any other such actions that may be deemed in the best interest of the Town.

We look forward to reviewing your submissions.

Rafael G. Casals, ICMA-CM, CFM
Town Manager



SECTION I

I INTRODUCTION

Overview

The Town of Cutler Bay ("Town"), a municipality located in the southern portion of Miami-Dade County, Florida, is accepting qualifications packages from construction firms ("CFs") for the new 16 Acre Legacy Park and Municipal Complex ("Project").

The Town was incorporated as the 35th municipality in Miami-Dade County in 2005 and has an estimated 44,291 residents (Census.gov, 2021). It is comprised of approximately 10 square miles bounded by SW 184 Street to the north, US 1 Busway to the west, SW 232 Street to the south, and Biscayne Bay to the East. The Town abuts the Village of Palmetto Bay to the north and unincorporated Miami-Dade County to the west and south. It is currently characterized by both established and developing residential communities and commercial development along US-1 and Old Cutler Road.

Description of Project

The proposed Project will be located on a vacant 16-acre parcel located in the heart of the community, east of Old Cutler Road and north of SW 212 Street.

The vision for this Project is to transform the 16-acre parcel into a central gathering place that will become the heart of the community. The design will include a resiliency park and municipal building(s) that will house the Town Hall, a Police Station, and a Community Center with a Pool; the Project is a combined projected footprint of 40,000 net square feet, in addition to a three hundred (300) space, three (3) story parking garage.

The Town has finalized the Master Planning and programming phases. It is the Town's intent to engage a CF immediately after the selection process detailed on the cover letter is complete.

To assist with developing a proposal, the following information is enclosed:

- Attached Exhibit A: "16 Acres: Legacy Park and Municipal Complex Executive Summary"
- Attached Exhibit B: Preliminary Concept Project Schedule
- Attached Exhibit C: Approved Master Plan (Reso. No. 23-68)
- Attached Exhibit D: American Rescue Plan Act ("ARPA") Addendum Requirements
- Attached Exhibit E: Single Execution Affidavit

When preparing the proposal, it is requested that CFs focus on both speed to market experience and Brownfield site experience. The example projects provided should show the CF's success in both areas.

With regard to Brownfield site experience, below is some background information as it pertains to the Town:

On October 28, 2020, the Town of Cutler Bay ("Town") Town Council adopted Resolution No. 20-70 which designated the parcels identified by folio numbers 36-6009-005-0015, 36-6009-005-0010, 36-6009-006-0010, 36-6009-006-0012, and 36-6009-006-0011 ("Subject Property") as a brownfield area named the Cutler Bay CARE Zone pursuant to § 376.80(2)(a), Florida Statutes



("F.S."), of Florida's Brownfield Redevelopment Act. These parcels are owned by three real property owners: the Town; Publix Super Markets, Inc. ("Publix"); and GCF Investments, Inc.

Subject Property is a large former agricultural site with documented contamination from over 80 years of agricultural use. The purpose of designating a brownfield area is to promote environmental restoration and stewardship, economic redevelopment, and more sustainable growth patterns, among other purposes. Environmental restoration of vacant or underutilized property has been historically proven to remove stigma, reduce blight, improve air and stormwater quality, eliminate environmental health hazards, and in turn, spur redevelopment and revitalization.

In order to address the environmental issues on its portion of the Subject Property, Publix entered into a BSRA with the County, on December 29, 2020, for the parcel with folio number 36-6009-006-0012 and portions of the parcels with folio number 36-6009-005-0010 and 36-6009-006-0010 ("Publix BSRA"). The Publix BSRA created the Shoppes of Cutler Bay Green Reuse Site within the Cutler Bay CARE Zone brownfield area. Under the Publix BSRA, Publix initiated site rehabilitation activities on the aforementioned parcels and has received statutory brownfields liability protections and financial incentives through the Voluntary Cleanup Tax Credit ("VCTC") program. By designating the entire Subject Property as Brownfield area and through the proposed action of joining the existing BSRA, the Town is acting in its capacity as steward of the environment by facilitating environmental remediation, promoting sustainable economic development in a centrally-located area of the Town, facilitating the provision of numerous new entertainment, restaurant, retail, and recreational opportunities for Town residents, and significantly reducing the cost to the taxpayer of environmental remediation and redevelopment of the Town's property.

Pursuant to Resolution No. 21-40, approved on May 19, 2021, the Town entered into a Professional Services agreement with The Goldstein Environmental Law Firm, P.A. for the preparation and negotiation of a BSRA Amendment and a VCTC application for eligible brownfield site rehabilitation costs incurred in calendar year 2021.

Environmental Issues

The Subject Property consists of five parcels occupying a former agricultural site that operated for over 80 years. Although the presence of environmental contamination is always site-specific and varies based on numerous factors, long-term agriculture use is often considered a source for soil and groundwater contamination due to the historical application of herbicides, pesticides, and fertilizers. Such soil and groundwater contamination are not uncommon at former agricultural sites in southern Miami-Dade County. Former agricultural sites in the County are also subject to heightened assessment guidelines due to the likelihood of identifying contaminants associated with agricultural uses as redevelopment progresses. In 2020, the County's Department of Regulatory and Economic Resources, Division of Environmental Resources Management ("DERM") released new guidance requiring comprehensive soil and groundwater sampling at former agricultural sites undergoing redevelopment. Environmental assessments conducted at the Subject Property both by Publix and the Town have documented contamination associated with the former agricultural use, thus triggering a requirement that the Town conduct site rehabilitation activities on its parcels in conjunction with planned redevelopment activities.

Publix entered into a BSRA with Miami-Dade County on December 29, 2020, for the parcel with folio number 36-6009-006-0012 and portions of the parcels with folio numbers 36-6009-005-0010 and 36-6009-006-0010 (the "Publix BSRA"). The Publix BSRA created the Shoppes



of Cutler Bay Green Reuse Site within the Cutler Bay CARE Zone brownfield area. Under the Publix BSRA, as the Person Responsible for Brownfield Site Rehabilitation (“PRFBSR”), Publix initiated site rehabilitation activities on the aforementioned parcels and has received statutory brownfields liability protections and financial incentives through the Voluntary Cleanup Tax Credit (“VCTC”) program.

On November 17, 2021, the Town Council adopted Resolution No. 21-89 which authorized the Town Manager to execute an amendment to the Publix BSRA. The BSRA amendment added the Town-owned parcels with folio numbers 36-6009-005-0015 and 36-6009-006-0011 to the brownfield site, named the Town as an additional PRFBSR with Publix, and changed the brownfield site name to the Cutler Bay Civic and Resiliency Enhancement (“CARE”) Site. Accordingly, the Town is now eligible to apply for Voluntary Cleanup Tax Credits (“VCTCs”) for eligible site rehabilitation costs incurred every year until Miami-Dade County issues a Site Rehabilitation Completion Order (“SRCO”) either with or without conditions.

The Project will be Design Assist (“DA”) and the CF will operate as a member of an Owner – Owner’s Representative - Architect - Construction Manager – team. The CF is to provide technical consultation and budgeting during the design stages of the Project and perform construction of the Project during the construction phase. The CF will be expected to take part in a collective and collaborative effort with the Project team members while maintaining the primary responsibility for the construction services. In accordance with this principle, Stantec Consultants Inc., the Town’s Owner’s Representative, and Town Representatives will have overall responsibility for coordinating the design and construction effort to ensure all team members provide their necessary services in a complete and timely manner. The Town’s Design Team of Saltz Michelson Architects will have prime responsibility for the design of the Project within the scope approved by the Owner, including all mechanical and electrical systems. The CF’s role during the design stage will be as an advisor on labor and material costs, project phasing, site logistics and constructability. The CF will also assist with cost estimates for the building, square foot costs for program elements, constructability reviews, detailed take-offs throughout the design and various pricing activities as required. The CF will also participate in a Target Value Design process with the overall Project team. The CF will be expected to take ownership of the construction schedule while offering methods and ideas to expedite the construction duration as much as possible. This includes, but is not limited to, engaging trade partners early in the process, and identifying long lead items for early release.

The process for potential CFs will occur in **two (2)** parts described below:

Part one CFs will submit an RFQ for part one (shown on the schedule of Event table below in **blue**) then the selection committee will evaluate all proposals submitted and short list the highest ranked three (3) CFs based on the Responses. RFQ Proposers may be called for oral presentations before the Town’s Selection Committee. All Prime proposers and their teams shall be present at the assigned time for a 20-minute presentation followed by up to a ten (10)-minute questions-and-answer session. The Proposers are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations may be provided to the shortlist Proposers. The oral presentation will be worth twenty-five percent (25%) in the final scoring and the original response will be worth seventy-five percent (75%).

Part two (shown on the schedule of Events table below in **red**) shortlist CFs will be provided the schedule leading up to the submission of the Request for Proposal (RFP) with a deadline



to submit any/all questions prior to oral presentations. Shortlisted Proposers will be called for oral presentations before the Town's Selection Committee. All Prime proposers and their teams shall be present at the assigned time for a 20-minute presentation followed by up to a ten (10)-minute questions-and-answer session. The Proposers are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Proposers. The oral presentation will be worth twenty-five percent (25%) in the final scoring and the original response will be worth seventy-five percent (75%).

The Town reserves the right to award contracts to the CF(s) who will best serve the interests of the Town and whose responses are considered by the Town to be the most responsive and most responsible.

The Town reserves the right to accept or reject any or all responses, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each respondent, including officers, principals, senior management, and supervisors as well as the staff identified in the response.

[SPACE LEFT INTENTIONALLY BLANK]



I.I SEALED PROPOSALS

Sealed proposals for furnishing all professional services as necessary to complete the Work specified in these documents will be received at:

Date: Friday, February 2, 2024
Time: 3:00 PM
Place: Town Hall
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

I.II SCHEDULE OF EVENTS

Part one CFs will submit an RFQ

Part two short listed CFs will be provided the schedule leading up to the submission of the Request for Proposal (RFP)

No.	Event Title	Date*	Time* (EST)
1.	Advertisement/Distribution of Request for Qualifications ("RFQ") Cone of Silence Begins	Wed. 1/10/23	9:00 AM
2.	Mandatory Pre-RFQ-Response Meeting 10720 Caribbean Blvd., Council Chambers, Cutler Bay, Florida 33189 Zoom Meeting ID: 892 1974 4974	Tues. 1/16/24	10:00 AM
3.	Deadline to Submit RFQ Questions	Fri. 1/19/24	1:00 PM
4.	Deadline for Town Responses to RFQ Questions	Mon. 1/22/24	5:00 PM
5.	Deadline to Submit RFQ-Response	Fri. 2/2/24	3:00 PM
6.	Evaluation of RFQ Submissions/Short List CFs Identified	Tues. 2/6/24	8:00 AM – 5:00 PM
7.	Oral Presentation RFQ Short listed Firms	Fri. 2/9/24	9:00 AM – 4:00 PM
8.	RFQ Short List Announced / RFP Provided to Short List Construction Firms	Tues. 2/13/24	3:00 PM
9.	Non-Mandatory, Virtual, RFP Meeting (Short List Firms) Zoom Meeting ID: 835 5546 3329	Thurs. 2/15/24	10:00 AM
10.	Deadline to Submit RFP-Response (Short Listed Firms)	Fri. 3/8/24	10:00 AM
11.	Oral Presentation RFP Short List Firms	<i>IF NEEDED</i>	
12.	Announcement of Selected Construction Firm – Cone of Silence Ends	Wed. 3/20/24	6:00 PM

***The Town reserves the right to change the scheduled dates and times.**



I.III DEFINITION OF TERMS

Certain terms used in this document are defined as follows:

Agreement/Contract	The Contract for CM/Design Assist Services to be executed by the Contractor and the Town for the scope of work.
Day(s)	Refers to calendar day(s).
Design Team	Saltz Michelson Architects
Firm/CF	The person, Construction Firm, or corporation with who the Town has executed an agreement or contract for the scope of work.
Owner	The Town of Cutler Bay
Project Manager	Stantec Consulting Services, Inc.
Proposal/Qualifications	The RFQ response documents submitted by the CF.
Proposer/Respondent	Any person, CF or corporation submitting a Proposal for work covered by these specifications or their duly authorized representative.
Responsible Proposer	In order to be considered a “responsible” proposer, the Proposer must possess integrity as well as adequate equipment and personnel to do the work within the time limits that are established and adequate financial status to meet the obligations to perform the scope of work. The CF must not have defaulted on a prior contract or been disbarred by any agency.
Responsive Proposer	Any person, CF or corporation submitting a Proposal for the scope of work whose proposal packet is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative proposals for any items, unless alternatives are requested in the specifications.
Town	The Town Council of the Town of Cutler Bay or the Town Manager, if applicable.
Work/Scope of Services	The services required by the contract documents, including labor and materials.

I.IV ELIGIBILITY

In addition, to other requirements stated in this document, to be eligible to respond to this RFQ, the Proposer must have successfully provided within the past five (5) years, within the State of Florida, services similar to those in the specifications of this RFQ. Each proposer shall meet all legal, technical, and professional requirements for providing the requested services.

The respondents shall provide such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The Town reserves the right to make investigations of the respondents' qualifications or any of its agents, as it deems appropriate.



I.V RESPONSE/ (QUALIFICATION PACKAGE) PREPARATION

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals/qualifications. These instructions have equal force and weight with other portions of the specifications and strict compliance is required with all the provisions contained herein.

Signed, one (1) original and three (3) bound paper copies of the submittal package, and one (1) USB flash drive completely duplicating the original proposal of the Submittals, clearly marked on the outside RFQ No. 23-09, Construction Firm Design Assist Services. The outside of the sealed envelope shall also show the name of the respondent.

All responses must be received at the receptionist's desk in the Town Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **3:00PM** on **Friday February 2, 2024**, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

NOTE: A "Mandatory" Pre-RFQ Response Meeting will be held on **Tuesday January 16, 2024**, at **10:00AM**. Location: Cutler Bay Town Center 10720 Caribbean Boulevard, Council Chambers, Cutler Bay, Florida 33189.

All responses must be received by the Town Clerk by the due date and time. All Responses received after the due date and time will not be considered.

Each proposal shall be twenty (20) pages (paper size 8.5"x11), printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the Certificates and Appendices A, B and C. The sections shall follow the order given below. **The twenty-(20)-page limit** is for items 1 to 9 below, non-inclusive of Appendices. No material other than that listed in this Section shall be included in the Response.

- 1) A cover letter indicating the CF's interest in providing services to the Town and a statement on why the CF should be selected for the award. The letter shall include the name of the Primary CF and those of the subcontractors, and an explanation of the type of contractual agreement between them, if different from that of Prime and subcontractor. A representative who is authorized to contractually bind the CF, shall sign this letter.
- 2) A table of contents identifying the sections and page numbers.
- 3) Provide the following general information regarding the CF:
 - a) Year CF founded.
 - b) Number of years in business.
 - c) Dollar volume of business per year total.
 - d) Number of people employed, broken down by job title.
 - e) Percentage of work negotiated versus competitively bid.
 - f) Provide number and size (in dollar volume) of projects currently under contract in the Florida market. Provide status (pre-construction or construction) and schedule (start and completion dates). Provide assurance that CF can undertake a project of this size.
 - g) Trades and type of work capable of performing in-house.



- h) Name of bonding company and name and address of agent. Current bonding rating, capacity, and reserve available to bond proposed Project. (Attach letter from bonding company stating same.)
 - i) List and describe the current status of any pending litigation or arbitration.
 - j) State whether CF has been sanctioned or excluded from receiving payments, or participating in any local, state, or federal government programs.
 - k) Identify any settlements, arbitration awards, court judgments, or jury awards that have occurred in the last five years, as well as any pending issues.
 - l) Identify any injuries or deaths that have occurred on CF's, or a subcontractor's, project in the last five (5) years. Provide the CF's safety record as well as safety protocols.
- 4) Define method of the construction management process including cost control and cost estimating.
- a) Include a definition of collaborative project delivery and describe CF's philosophy, methodology, and capabilities during this Project delivery type.
 - b) Describe CF's typical estimating process; in-house and using subcontractors.
 - c) Summarize the CF's familiarity with the local subcontractor marketplace with regards to estimating processes.
 - d) Describe CF's knowledge and working relationship with the local subcontractor base. Provide examples of past partnerships on design-assist endeavors with these local subcontractors.
 - e) Development of Guaranteed Maximum Price ("GMP").
 - f) During construction – include shop drawing, change order, RFI, and other management approaches. Including the management software, the CF utilizes for these processes.
 - g) Describe CF's approach to Building Information Modeling ("BIM") and CF's idea of the most efficient way to enter BIM coordination with the Design Team and the design-assist partners.
- 5) Include the proposed organization chart for this Project to include personnel names and job titles. Include resumes for all proposed personnel. While we understand the CF's exact Project team may vary slightly depending on the final Project scope, a core team must be presented in this submission and in attendance if the CF is selected for an interview.
- 6) Provide five (5) examples, including two (2) examples of designated Brownfield development of projects that are similar in size and scope to this Project, and a list of all park projects that CF has completed in the last five (5) years. Each project example should have the following information: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project-based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client. If the CF's team includes subcontractors, there must be at least one Project for each subcontractor.
- 7) Knowing that the Town is committed to supporting the local community, please comment on how the CF will engage regional subcontractors, while still utilizing the CF's national expertise and experience.



- 8) Describe recent work experience constructing projects in a DA method. Make special note of projects that the CF exercised unique speed to market methodologies deployed by the CF that might benefit the Town's desire for a fast-tracked Project.
- 9) Describe the CF's experience within the State of Florida.
- 10) Appendices A, B and C.

*(Note: Appendix pages **will not** be counted towards the twenty (20) page submittal limit.)*

- 11) Proofs of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting CFs. Proof of Supporting Certificates and Insurance Certificates.

I.VI SUBMISSION OF PROPOSAL

Proposals will be publicly opened and read. All Proposers and/or their representative designees are invited to be present.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail or otherwise, shall not be accepted under any circumstances. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, CF, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Proposer has interest in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer, by submitting this proposal, certifies that this proposal is made without previous understanding, agreement or connection with any person, CF or corporation making a proposal for the same material, supplies, equipment, or services and is in all respects, fair and without collusion of fraud.

I.VII CLARIFICATION AND ADDENDA

If any person contemplating submitting a proposal under this RFQ is in doubt as to the true meaning of the specifications or other documents (or any part thereof), the proposer must submit to the Office of the Town Clerk on or before **Friday January 19, 2024, at 1:00 PM (EST)**, and a request for clarification via fax (305) 234-4251 or via e-mail to mmelinu@cutlerbay-fl.gov. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery. Any interpretation of the RFQ/RFP, if made, will be made only by Addendum duly issued by the Office of the Town Clerk. A copy of such an Addendum will be posted on the Town's website under RFQ's. If the Town finds it necessary to add to or amend this document prior to the RFQ/RFP Response Submittal Deadlines, the Town will issue a written addenda/addendum. Each CF must acknowledge receipt of each addendum by signing the acknowledgement and providing it with its Response Submittal Packet.



I.VIII CERTIFICATION

The signer of the Response to this RFQ must declare, by signing the required appendices, which state that the person(s), CF(s) and parties identified in the Response Submittal Packet are interested in and available for providing the full scope of services; that the Response is made without collusion with any other person(s), CF(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response Submittal Packet has full authority to bind the person(s), CF(s) and parties identified in the Response.

I.IX ACCEPTANCE OR REJECTION OF PROPOSALS

While pursuing this RFQ process, the Town reserves the right to award contracts to Proposers who will best serve the interests of the Town and whose Responses are considered by the Town to be the most responsive and most responsible.

The Town reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each Consultant, including officers, principals, senior management, and supervisors as well as the staff identified in the Response.

I.X RETENTION OF RESPONSES

The Town reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that CF is selected.

I.XI PRESENTATION COSTS

The Town shall not be liable for any costs, fees, or expenses incurred by any CF in responding to this RFQ/RFP subsequent inquiries or presentations relating to its response.

[SPACE LEFT INTENTIONALLY BLANK]



I.XII EVALUATION METHOD AND CRITERIA

The Selection Committee, to be appointed by the Town Manager, will evaluate the responses based on the criteria and point value listed below.

RFQ Part One Evaluation Criteria		Maximum Points
1.	Cover Letter, General Information and Construction Firm Qualifications	15
2.	Project Team Credentials and accomplishments of the proposed Project team	20
3.	Previous Similar Projects & References Provide five (5) examples of recent projects that are similar in size and scope to this Project, and a list of all park projects that have been completed in the last five (5) years.	20
4.	Construction Management Methodology Provide narrative describing intentions and actions that define the CF's method of the construction management process including cost control and cost estimating	20
5.	Design Assist Experience Describe the CF's recent work experience constructing projects in a Design Assist method. Make special note of projects that CF exercised unique speed-to-market methodologies deployed, that might benefit the Town's desire for a fast-tracked Project.	20
6.	Submittal Package Completeness Compliance with the response preparation and submission requirements	5
TOTAL		100

SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

A short-list of CFs will be prepared based on the RFQ Responses. A Selection Committee appointed by the Town Manager will review and evaluate all submittals and will develop a short-list consisting of no more than three (3) CFs.

Short listed CF s will be selected at the sole discretion of the selection committee. The Town reserves the right to waive any irregularities, reject any or all Qualification Packages, reject a submission which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. RFQ Proposals received after the deadline of **Friday February 2, 2024**, will not be considered.

The short-listed CFs will be provided with an RFP which will include a request for a detailed project approach, design concept, proposed rates/hours/reimbursables, and schedule. The



short-listed CFs will also participate in a 20-minute oral presentation followed by up to a ten (10)-minute questions-and-answer session. Additional details on the oral presentations will be provided to the short-listed CFs. The oral presentation will be worth twenty-five percent (25%) in the final scoring and the RFP will be worth seventy-five percent (75%).

The Selection Committee will rank the short-listed CFs based upon the RFP and oral presentations. If contract negotiations fail with any CF, the Town may undertake negotiations with alternative respondents. The Town and its Owner's Representative) shall subsequently negotiate specific project terms.

INSURANCE

Prior to execution of an agreement with the Town, the successful CF shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful CF has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town's representative. Compliance with the foregoing requirements shall not relieve the successful CF of its liability and obligations under the agreement.

A) Professional Liability Insurance: The successful CF shall maintain during the term of the agreement, standard Professional Liability insurance in the minimum amount of two-million-dollars (\$2,000,000.00) per occurrence.

B) Commercial General Liability Insurance: The successful CF shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of five-million-dollars (\$5,000,000.00) per occurrence to protect it and the Town from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful CF or by anyone directly employed by or contracting with the successful CF.

C) Business Automobile Liability: The successful CF shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of one-million-dollars (\$1,000,000.00) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non- owned automobiles, including rented automobiles whether such operations be by the successful CF or by anyone directly or indirectly employed by the successful CF.

D) Workers' Compensation Insurance: The successful CF shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

E) Pollution Liability Insurance: If the nature of the Work involves professional services, evaluating, testing, remediation, abatement, removal, storage, and transportation of hazardous materials or substances or pollutants, the Construction Manager and those



Subcontractors involved in such work shall obtain Pollution Liability insurance applicable to their work, for bodily injury and property damage with limits not less than:

- 1) Per occurrence or claim: \$5,000,000
- 2) Aggregate: \$5,000,000

The Pollution Liability insurance must include coverage for completed operations extending three (3) years after final acceptance of the project by the owner or such longer period as the contract documents may require. The definition of property damage shall include clean-up costs. If the insurance is written on a claims-made basis, the policy retroactive date shall be prior to the start of the Construction Manager's/ supplier's/vendor's work, and the renewal policies shall maintain the same retroactive date.

F) Property Insurance:

1) Before commencing the Work, the Owner shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. In addition to the Owner, this insurance shall also name the Construction Manager, Subcontractors, Sub Subcontractors, Material Suppliers and Design-Professional as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover risks of physical loss except those specifically excluded by the policy, and shall insure (a) at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused, and (b) damage resulting from defective design, workmanship or material and material or equipment stored offsite, onsite or in transit. This insurance policy shall provide for a waiver of subrogation in favor of the named insureds. This insurance shall remain in effect until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, the Owner shall provide a copy of the property policy or policies obtained in compliance with this subsection.

a) The Builder's Risk property insurance has a deductible. The Owner shall pay the Builder's Risk property insurance deductible unless the loss was caused by Contractor's gross negligence or intentional misconduct. In such event, Construction Manager's maximum liability for the deductible shall be \$25,000.00.

2) If the Owner does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Construction Manager and the Design-Professional before the Work is commenced. The Construction Manager may then provide insurance to protect its interests and the interests of the Subcontractors and Sub Subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for all of



Construction Manager's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.

a) If the Owner does not obtain insurance to cover the risk of physical loss resulting from Terrorism, the Owner shall give written notice to the Construction Manager before Work commences. The Construction Manager may then provide insurance to protect its interests and the interests of the Subcontractors and Sub Subcontractors against such risk of loss, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order.

3) Owner and Construction Manager waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub subcontractors, and design professionals for damages caused by risks covered by the property insurance (and excluding liability, auto, workers compensation, and all other types of insurance) required by this Agreement except such rights as they may have to the proceeds of the insurance and such rights as a party may have for the failure of the other party to obtain and maintain insurance in accordance with the Contract Documents.

a) RISK OF LOSS. Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Construction Manager until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

G) Performance and Payment Bonds: The successful CF shall pay all premiums for all Trade Contractor bonds (also referred to in the documents as "labor and material payment bonds") and shall include them as a Cost of the Work, as specified in the Agreement.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Construction Manager or Owner shall promptly furnish a copy of the bonds or shall permit a copy to be made.

The CF shall also maintain other required insurance coverage specific to the services to be provided.

The Town may, at its sole discretion, require higher limits of insurance or additional coverage if deemed necessary.

I.XIII AWARD OF CONTRACT (THIS SECTION SHALL APPLY DURING THE RFP, PART TWO PROCESS)

Once the proposals are opened, a Selection Committee will evaluate the proposals and a recommendation will then be presented to the Town Manager.

It is the Town's intent to award the contract to one (1) Proposer; however, the Town reserves the right to award the contract to additional Proposers, if the Town deems it is in the Town's best interest.

The contract will be awarded only to a responsible Proposer licensed and qualified by experience to perform the scope of work specified. The Proposer shall submit, prior to award of contract, satisfactory evidence of experience in similar work and that the proposer is fully



prepared with the necessary organization, capital, and equipment to complete the full scope of work. The Proposer shall be insured, licensed, and certified by all applicable Local, County and State agencies.

The Proposer warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered as accepted upon approval by the Town Council. Within five (5) business days after receiving Notice of Award the successful proposer shall submit a revised Certificate of Insurance naming the Town as additional insured for all liability policies.

The award is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent who is also a public officer or employee of the Town or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Officer's CF or any of its branches or affiliate companies.

I.XIV CONTRACT TERM (THIS SECTION SHALL APPLY DURING THE RFP, PART TWO PROCESS)

The CF agrees that time is of the essence and the CF shall perform and complete the Work within the time frames as agreed upon by the CF and the Town Manager or his designee. The Town may terminate the agreement upon thirty (30) days' notice without giving any reason.

I.XV NEGOTIATIONS (THIS SECTION SHALL APPLY DURING THE RFP, PART TWO PROCESS)

After selection of the CF(s) by the Town Council, the Town Manager or designee(s) shall negotiate a Contract with the selected CF(s) with terms that incorporate the major terms and conditions contained in the RFQ and RFP. Any award and execution of a Contract shall be subject to approval by the Town Attorney as to form, content, and legal sufficiency. Should the Town Manager be unable to negotiate a satisfactory contract with the selected CF, the Town Manager may terminate negotiations with that Consultant. The Town Manager or designee(s) shall then undertake negotiations with the next highest-ranked Consultant, and, if negotiations are terminated, shall continue to each next highest-ranked Consultant until a satisfactory contract may be negotiated.

Upon reaching mutually agreeable terms with the selected CF(s), the Contract for the selected CF shall be presented to the Town Council for final approval. Any award shall be subject to execution of the Contract.

I.XVI LAWS/ORDINANCES (THIS SECTION SHALL APPLY DURING THE RFP, PART TWO PROCESS)

The Proposer shall observe and comply with all Federal, State, Local and Municipal laws, ordinances, rules, and regulations that would apply to this Contract. Failure to familiarize the Proposer with applicable laws will in no way relieve the Proposer from responsibility.



I.XVII ERRORS AND OMISSIONS (THIS SECTION SHALL APPLY DURING THE RFP, PART TWO PROCESS)

The Town is not required to accept any request by any Proposer to correct errors or omissions in any calculations or price, after proposal is submitted. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with the Request for Proposals may be rejected at the option of the Town. The Town does, however, have the option to waive technicalities and request further information or clarification.

I.XVIII WARRANTIES OF USAGE

No warranty is given or implied by the Town as to any components listed in this RFQ and are considered to be estimates for the purpose of information only. The Town reserves the right to accept all, or any part, of the Proposal, and to increase or decrease locations of Proposer's Proposal to meet additional or reduced requirements of the Town.

I.XIX ASSIGNMENT

Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the CF assign any monies due or to become due, without the previous written consent of the Town Manager or his designee.

I.XX COLLUSION

The Proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any previous CFs or corporations offering a proposal for the same items, or with the Town. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

I.XXI PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Pursuant to Section 287.05701, Florida Statutes, the Town shall not give preference to any Respondent based on their social, political, or ideological interests, nor shall the Town request documentation of or consider any of the Respondent's social, political, or ideological interests.

I.XXII CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Office of the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.



I.XXIII VENDORS' CAMPAIGN CONTRIBUTION DISCLOSURE

A) General requirements:

- 1) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- 2) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- 3) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- 4) If an existing vendor makes a contribution, the vendor must report the same to the clerk within ten (10) days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
- 5) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

B) Disqualification:

- 1) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the Town for a period of two years following the swearing in of the subject elected official.

I.XXIV LOBBYIST REGISTRATION

Proposers must also comply with all Town Charter sections and Code Provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information. Proposers shall complete a "Lobbyist Registration for Oral Presentation" form and all persons listed thereon shall be considered to be registered only for the purposes of the oral presentation, if any. Lobbyists are required to register and pay applicable fees prior to engaging in any other lobbying activity.

I.XXV PUBLIC RECORDS LAW

The CF acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Florida State Statute, Chapter 119.



CF agrees to keep and maintain public records in CF's possession or control in connection with CF's performance under this Agreement. The CF additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CF shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

Upon request from the Town's custodian of public records, CF shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. Upon completion of this Agreement or in the event of termination by either party, any/all public records relating to the Agreement in the possession of the CF shall be delivered by the CF to the Office of the Town Clerk, at no cost to the Town, within seven (7) days. All such records stored electronically by CF shall be delivered to the Town in a format that is compatible with the Town's information technology systems.

Once the public records have been delivered upon completion or termination of this Agreement, the CF shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. Any compensation due to CF shall be withheld until all records are received as provided herein. CF's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

SECTION 119.0701(2)(A), FLORIDA STATUTES

IF THE CONSTRUCTION FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Mauricio Melinu, Town Clerk, CMC
Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189
Telephone number: (305) 234-4262
Email: mmelinu@cutlerbay-fl.gov



I.XXVI CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Qualifications (RFQ), Request for Proposal ("RFP") or Invitation to Bid (ITB), between:

- A) A potential vendor, service provider, proposer, Proposer, lobbyist, or CF; and
- B) The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and ITB after the advertisement of said RFQ, RFP, or ITB. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Council.

The Cone of Silence shall not apply to:

- 1) Oral communications at pre-proposal conferences.
- 2) Oral presentations before selection committee.
- 3) Public presentations made to the Town Council during any duly noticed public meeting.
- 4) Communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or Proposal documents. The Proposer or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request.
- 5) Communications regarding a particular RFQ, RFP or Proposal between a potential vendor, service provider, proposer, Proposer, lobbyist or CF and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or Proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- 6) Communications with the Town Attorney and his or her staff.
- 7) Duly noticed site visits to determine the competency of proposers regarding a particular Proposal during the time period between the opening of Proposals and the time the Town Manager makes his or her written recommendation.
- 8) Any emergency procurement of goods or services pursuant to Town Code.
- 9) Responses to the Town's request for clarification or additional information.



- 10) Contract negotiations during any duly noticed public meeting.
- 11) Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, Proposer, lobbyist, or CF and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney at (305) 854-0800 for any questions concerning the Cone of Silence compliance.

I.XXVII POINT OF CONTACT

Any inquiries concerning clarifications of solicitation or for additional information shall be submitted in writing to Mauricio Melinu, CMC, Town Clerk via e-mail to mmelinu@cutlerbay-fl.gov on or before Friday **January 19, 2024, at 1:00 PM (EST)**. The Town shall not be responsible for oral interpretations given by any Town employee or its representative.

I.XXVIII AMERICAN RESCUE PLAN ACT PROVISION

If this provision is selected, the Services will be fully or partially funded utilizing the Coronavirus State and Local Fiscal Recovery Funds allocated to the Town pursuant to the American Rescue Plan Act ("ARPA") funding and the Successful Respondent shall be required to comply with the ARPA Regulations.

Respondent acknowledges that compensation for the Services performed under the Agreement may be fully or partially funded using ARPA Funding. In order to utilize ARPA funding, the Town shall incorporate the federally required contract provisions in the Agreement awarded under this RFP. The Successful Respondent shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this RFP: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; and (vi) The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance (collectively, the "ARPA Regulations"). A copy of the ARPA Regulations is available for inspection by the Contractor at the Office of the Town Clerk and at the following Town link: <https://www.cutlerbay-fl.gov/arpa>



I.XXIX WOMEN/MINORITY OWNED AND EMERGING SMALL BUSINESS
BID SUBMITTAL

Town affirms it has encouraged women-owned, and disadvantaged businesses as proposers for the Project and to be responsive to the opportunity of the award of this contract.

CF, or any subconsultants performing work under this contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CF shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this contract. Failure by the CF to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy as the Town deems appropriate.

[END OF SECTION]



SECTION II

II.I SCOPE OF SERVICES

The Construction services shall include, but not be limited to, the following:

A) Preconstruction Phase:

1) Preparation of Construction Estimates

The CF shall provide accurate analysis of the cost of all systems and construction contemplated for the Project over the course of this Agreement. The CF shall prepare preliminary estimates of the cost of the work and all required materials and final cost estimates for early procurement of long lead items and for all sequences of the construction work. It is expected that the CF will include, and document supporting data from various subcontractor and vendor sources as part of the estimating process.

Formal detailed estimates will be submitted based on the following design packages:

- a) Conceptual Design 100%
- b) Schematic Design 100%
- c) Design Development 100%
- d) Construction Documents 80%

There will also be various cost estimating exercises throughout part A of the Agreement above and beyond the formal exercises noted above. These exercises could include but are not limited to: detailed construction sequencing to allow for speed to market and material purchase savings, façade / building skin cost analysis and others.

It is important to note that many of the above noted cost estimates will need to be broken down by building component (i.e. – core and shell, fit-out, etc.) as well as by square foot costs for individual building programs (i.e. – lobbies, common space, pool, etc.).

2) Site / Job Site Logistics

CF shall review the specifications to ensure they provide all temporary facilities necessary for contractors to perform their work, as well as all job site facilities necessary for management, supervision, and inspection of construction.

The CF shall prepare Site Logistical Plans for each phase that indicate temporary facilities site access, barriers and other provisions related to life safety, and job-site security.

3) Review of Plans and Specifications

CF shall review all plans and specifications during the design phases, shall provide information about suitability of the materials selected, the availability of labor, time requirements for procurement and installation, construction, and relative costs of materials and shall provide recommendations for economies as appropriate.



- 4) Design Assist / Collaborative Project Delivery
CF, in conjunction with the Project team, shall identify key trade partners to solicit for early design partner participation. Once the Design partner trades are identified, CF shall solicit proposals from an established list of approved partners. Once the Project team agrees upon the most qualified partner, the CF shall engage in a pre-construction contract with the chosen CF.

- 5) Target Value Design and Value Engineering
CF shall actively participate in an on-going Target Value Design process with the Project team and various trades. On a regular basis the CF, in conjunction with the Design partners, will be expected to provide cost estimates and alternatives for all systems, equipment, and construction methods and material.

- 6) Technical Consultation
CF and the Design partners shall participate with the Project team in the preparation of performance specifications and requests for technical proposals for the procurement and installation of building system components and for the procurement of long lead time equipment and materials. CF shall issue requests for technical proposals to qualified sources, receive such proposals, and assist in their evaluation. They shall formally advertise requests for procurement, if required, by assembling the required Contract Documents and issuing Invitations to Bid and shall be prepared to award these several contracts immediately upon Notice to Proceed with Part B of this Agreement.

CF's technical consultation to Owner's Representative, Architect or other professional CFs shall not abrogate the design responsibility of those CFs. CF may make recommendations based upon the cost of a particular design or material selection; however, if such recommendations are accepted by the Owner and Architect for incorporation into the Project design, their suitability, with regard to structural stability and life safety, shall be the responsibility of the Design Team.

- 7) Long-Lead Procurement
CF shall identify, recommend for purchase, and expedite the procurement of equipment, materials, and supplies, which require long lead-time. This log will identify critical shop drawings approval dates with allowable contractual response times for these submittals to ensure the Project sequencing is not interrupted.

- 8) Owner Supplied Equipment Requirements
CF must complete a review of all the required equipment to be installed on the Project and identify all required components within the Project scope to be completed by the contractor. This review should not be limited to the construction documentation. Additionally, the CF must work with the Town and Stantec to identify all rough-in requirements and a date that Owner supplied equipment is required on the Project site to maintain the Project sequencing.



- 9) Construction Schedule
The CF shall review, evaluate, and refine the preliminary construction schedule, in order to confirm or refine, the Owner's Master Project Schedule. The CF will prepare a detailed construction schedule that includes awards to any early trades as required to ensure that a "fast track" construction schedule is maintained.
- 10) Preparation of the Subcontractor's List
The CF shall provide the Owner with a subcontractor list that is subject to input from the Owner for the various bid packages. This list should include subcontractors that have intimate knowledge of the available work force in the locality of the Project, documented financial viability, bonding capacity, and a preference to be based in the marketplace. This list will be cross-referenced with the Town's approved subcontractor list.
- 11) Preparation of Guaranteed Maximum Price
The CF shall prepare a final GMP for the entire construction project, that clearly summarizes the cost of each component of the Work based on the sum of the Construction Manager's estimate of the Cost of the Work, the Contingency, Allowances, and the Guaranteed Maximum Price Fee. The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents.

B) Construction Phase:

- 1) General
The CF shall coordinate the Project to develop an orderly, controlled construction effort in the agreed time frame. To discharge his responsibilities, the CF shall have a strong capability in engineering, budgeting, cost estimating, scheduling, purchasing, quality control, management, and labor relations. In addition, the CF shall have a record of successful performance in furnishing the specialized services required in the management of constructing park projects in a residential setting.
- 2) Project Safety
CF shall implement a comprehensive plan that integrates a culture of safety into the overall Project. It is expected that all CFs under consideration have a robust companywide safety program that can be tailored to this specific Project and has complete buy-in from all staff. The CF shall have a record of a successful program with proven results from previous projects.
- 3) Management Control System
CF shall implement an online management control system ("MCS") accessible to the owner during the design and construction of the Project for use in achieving the objectives of the Project in a timely, economical, and acceptable manner. To this end, the MCS shall facilitate planning, organizing, scheduling, budgeting, reporting of construction progress, accounting, identifying variances and problems, and making decisions at all levels. CF shall provide the services, facilities, equipment, and staff necessary to implement the MCS. The MCS may be provided through a web-based project management system selected by the Owner, Stantec and Saltz Michelson. The CF will be responsible



for keeping its information up to date in the web-based project management system. Using MCS, CF shall provide, over the course of this Agreement, the following for the review and approval of Owner:

- a) A preliminary construction logistics plan for review by the Town/Stantec.
- b) A preliminary construction schedule for review by the Town/Stantec.
- c) Final construction logistics plan for review by the Town/Stantec.
- d) Final construction schedule that integrates the various contractors' commitments into one complete and realistic schedule.
- e) A detailed equipment required on job site date list in conjunction with the Owners Representative for all Owner Furnished/ Contractor Installed Equipment
- f) An occupancy schedule prepared in conjunction with Owner's Representative, Stantec and Architect, Saltz Michelson

CF shall use the MCS during construction to:

- a) Periodically tabulate the cost of proposed changes in the Work, compare this current working estimate with the approved budget and identify possible Project cost overruns (savings).
- b) The proposed change tabulation must be flexible to allow for customization at the Owner or Stantec's request and must include the ability to provide aging (dunning) reports.
- c) All Cost Events that are in and out of scope will require review and approval by the Town/Stantec.
- d) Provide documentation of all changes made in the schedule and budget so that complete accountability between the original and the current approved schedule and budget is maintained.
- e) The MCS, when fully implemented, shall provide reports necessary for effective control of the overall construction program. Reports shall be provided to the levels of management in detail consistent with their requirements and responsibilities.
- f) Preparation of the Guaranteed Maximum Price.
- g) There will be a requirement to publish a Monthly Report at the end of each calendar month which will summarize the current Project status, critical issues, schedule tracking and a full summary of all costs on the Project including projected Cost Events in and out of the contracted scope. An update of this report will be provided by the GC at the monthly Town Council Meetings.

4) Accounting Records

Financial and cost accounting records shall be maintained for all costs applied to the Project. The CF shall be responsible for maintaining such records. The CF will provide an "open book" accounting type system throughout the course of the Project. Any significant line-item reallocation within the GMP shall receive owner's and Stantec's approval. The CF shall make available all



contracts, books, documents, and records necessary to verify the nature and extent of the costs of the execution of the contract to all affiliated and regulatory agencies. Such inspection shall be available up to four years after completion of the contract.

5) General Contractor's Organization

CF shall provide to Owner an outline of the organization, including lines of authority required to complete the Project. A list of key personnel to be used on this Project shall be approved by the Owner and shall be attached to this Agreement as Exhibit "A". The CF shall make no substitution of any key personnel without the prior written consent of Owner. A request for substitution shall include a detailed justification of the change and the qualifications of any proposed replacement.

The services called for in this Agreement shall be performed by CF's own staff, unless otherwise authorized in writing by Owner. Owner's approval of the use of services of any person or firm by CF shall not be construed as constituting an Agreement between Owner and any such person or firm.

CF shall perform all services under this Agreement in a competent and efficient manner. Owner may require CF to remove from the Work any employee Owner deems incompetent, careless, or otherwise objectionable and to replace any such employee with suitable personnel.

CF shall prepare and distribute a field operation manual to facilitate the administration of this Agreement. The manual shall include the following data:

- a) Directory of Personnel
- b) Correspondence Format
- c) Report and Record Forms
- d) Inspection Procedures
- e) Shop Drawing Submission Identification Log
- f) Shop Drawing Submission Procedures
- g) Testing Laboratories Procedures
- h) Contract Change Procedures and Change Order
- i) Extension of Time Procedures
- j) Progress Payment Forms and Procedures
- k) Final Acceptance Procedures
- l) Additional Instructions
- m) Request for Information Format and Log
- n) Safety Procedures
- o) Conflicts of Interest
- p) Quality Control Procedures
- q) Labor Harmony Procedures
- r) List of Required Systems Shutdowns

CF shall conduct pre-construction conferences with successful bidders and shall schedule and conduct regular Project progress meetings to be attended



by the trade contractors and representatives of Owner and Design Team to discuss procedures, progress, problems, schedule, and equal employment opportunity. CF shall prepare and distribute minutes of such meetings to those in attendance.

CF shall review and refine construction cost estimates as construction proceeds to incorporate approved changes in the Project in the Cost of the Work. CF shall advise Owner/Stantec and Design Team whenever construction costs differ from the costs set forth in the itemized Guaranteed Maximum Price.

CF shall establish and implement procedures for identifying all required shop drawings, catalogues, and samples and for expediting the processing and approval of these shop drawings, catalogues, and samples and the scheduling of materials.

6) Assembling of Bid Packages

Upon completion of the drawings for specific phases of the work, preparation shall be made for assembling the bidding documents into appropriate bidding packages. The number of separate bid packages or contracts shall be the determination of the CF in concert with the Town, Stantec and the Design Team. The CF shall assist the Project team in developing bid packages to minimize Owner allowances thereby reducing the Owner's financial risk. The CF will track a buy-out list, by trade, to identify savings/overruns.

7) Preparation of the Bidders List

The CF shall be responsible for the preparation of the bidders list with input and appraisal from the Owner and Stantec for the various bid packages. A focused effort to utilize local trades and subcontractors shall be considered whenever possible. The CF shall have intimate knowledge of the available work force in the locality of the Project and the experience to analyze the subcontracting firms that may have the ability, as well as an interest, in bidding the work. The Owner will provide a list of pre-approved sub-contractors and reserves the right to reject any of the sub-contractors presented by the CF.

8) Bid Receipt, Review, and Evaluation

The CF shall receive bids and, in concert with Stantec, the Design Team, and Owner, review and evaluate them. The bid opening for each trade will occur with the Owner and Stantec in attendance. If any trades are intended to be self-performed, they will go through the bid process.

9) Award of Trade Contracts

CF shall obtain bids for each trade contract from an appropriate number of qualified bidders that encourages the most reasonable price for acceptable work. In addition to price, the trades shall be evaluated for overall value and their ability to deliver the scope of work in a manner that is deemed most appropriate by the owner, CF, and Project Team. Engaging regional subcontractors and suppliers, while still utilizing the CF's national expertise and experience, is encouraged.

If the preferred bid for any bid package exceeds the CF budget line-item price, the CF shall propose various cost correcting options to the owner which include



but are not limited to a negotiation with the bidder to reduce price, and a funding of the overage from other trade buyout savings, contingency or allowances.

CF shall submit for approval by Owner, a standard form of Trade Contractor Agreement and shall not deviate from this form without the written consent of Owner.

The Owner or his designated representative shall be responsible for approving awards of all trade contracts after evaluation of bids and recommendation by CF and Design Team. All factors including price, successful completion of projects with similar scope, presence in the local trade market, workforce availability as well as overall value will be considered by the Owner prior to approving awards. After approval is granted, CF shall award the separate contracts as required to provide all labor and materials for construction of the Project, including those parts of the Work which have been bid under Part A of the Agreement, and shall file a Change Order of each Agreement with Owner, prior to the commencement of that portion of the Work.

Each trade contract awarded by CF shall be a separate Agreement awarded based on competitive bids or negotiation if bidding is impractical. The relationship of CF to the trade contractor is the same as that of a general contractor to a subcontractor.

10) Project Closeout

CF shall identify all items of Work to be completed or corrected to conform to the Contract Documents ("Punch List") at the time of substantial completion of each phase of the Work. This shall be furnished to the Design Team and completed before a formal "Punch List" by the Architect.

CF shall determine, with concurrence of Owner, the amount of payment to be withheld from each trade contractor until Final Completion of each phase of the Work.

CF shall secure the consent of his/her surety and those of his/her trade contractors for a reduction in retainage or the remittance of Final Payment(s).

CF shall transmit to Owner's Representative all warranties, affidavits, receipts, releases, waivers, or bonds indemnifying Owner against liens.

CF shall consult with and make recommendations to Owner in connection with the inadequate performance of materials, systems and equipment during the warranty period; shall assist Owner in the inspection of the Work prior to the expiration of the warranty period to ascertain the adequacy of the performance of materials, systems and equipment; shall document defects or deficiencies discovered by Owner during the warranty period; and shall prepare instructions for the correction of noted defects.

CF shall be responsible for maintaining Project record drawings. At the appropriate time, near the end of the Project, CF shall forward to the Design Team, copies of the record drawings, Operations and Maintenance Manuals



and other required turnover for review by the Design Team prior to final submission to the Owner for review. All documentation turned over by CF must be in the agreed format as requested by the Owner. The CF will not be able to draw down on the final 5% retainage for any sub-contractor until a turnover meeting for that specific trade has been completed with the Owner, reviewed by the Town's Maintenance Department, and agreed that all close-out requirements have been met.

[END OF SECTION]



Section III

III.I FEE STRUCTURE (TO BE NEGOTIATED with selected CF after the RFP Part TWO (2) Process)

The Town reserves the right to modify the following section in the RFP to be published for Phase two (2)

It is the Owner's intent to enter into a two-part agreement with the successful CF. The primary purpose for using the two-part agreement is to allow the Owner to enter a limited obligation with the CF during the early design phase of the Project. The proposed agreement shall consist of the following:

- A) CF's Consultation Services during the Design Phase and Development of the GMP (Part "A")
- B) GMP for the Construction Phase (Part "B")

The Owner will consider the following fees and estimates for general conditions:

- A lump sum, fixed fee for services rendered during the preconstruction and design phase (Part "A"). While the current building program and project schedule are preliminary, please use these documents to estimate the time and manpower required for the preconstruction effort noted in Section 3, Part "A".
- The fee for services during the construction phase, Part "B".

Provide a sliding-scale fee as a percentage of the construction costs, which shall be converted into a lump sum, fixed fee at the time the GMP is submitted to the Owner.

The CF'S fee for construction phase services (Part "B") shall be determined by the stipulations noted in the GMP. Additionally, the fee for construction phase services shall include the following items, and therefore are not reimbursable as General Conditions:

- 1) Compensation to officers or principals, services of the management staff above the level of Project Manager, salaries of home office personnel (including, but not limited to, accounting, purchasing, estimating, and cost control departments), and related income taxes, payroll taxes, insurance, and pensions.
- 2) Profit, overhead, and cost of Project related home office facilities expenses.
- 3) Recruitment costs for home office job site personnel.
- 4) Professional fees for consultation, legal, labor relations, accounting, and bookkeeping expenses.
- 5) Information Technology costs and support staff based in the home office and supporting the field office.



- 6) Any 3rd party IT or legal costs required to establish or maintain the project systems.
- C) General Condition: General Conditions shall be estimated based upon the construction schedule and should be sufficiently broken down by staff and other components. The following list further details items to be reimbursed as General Condition's costs:
- 1) Salaries of CF'S personnel when stationed at the Field Office in whatever capacity employed, and the portion of salaries of other personnel when engaged at shops or on the road in expediting the production or transportation of materials or equipment, provided the use of such personnel and the wage rate of such personnel have received the prior written approval of Owner. Cost of contributions, assessments, or taxes for such items as unemployment compensation and FICA, in so far as such costs are based on wages, salaries or other remuneration paid to employees of CF included in the Cost of the Work.
 - 2) The cost of repairs and preventive maintenance to any leased equipment or CF owned equipment.
 - 3) The proportion of reasonable transportation, traveling and hotel expenses of CF, their officers, or employees incurred in the discharge of duties connected with the Work, provided the incurrence of such expenses has received the prior written consent of Owner.
 - 4) Temporary heat, water, electricity, telephone, and toilets.
 - 5) Temporary construction barriers and infection control measures.
 - 6) Temporary fence, sidewalk, bridges, roadways, and elevators.
 - 7) Final cleaning.
 - 8) Field office and its related costs, equipment, and furnishings.
 - 9) Safety barricades, construction signs and watchmen.
 - 10) Messenger service.
 - 11) First aid station.
 - 12) Cost of premiums for Builder's Risk Insurance as required by this Agreement to purchase and maintain, if required to be maintained by the CF.
 - 13) Define the CF's insurance cost as a percentage of construction.
 - 14) Fees for building and similar permits required for the performance of the Work.
 - 15) Minor expenses such as, long distance telephone calls, telephone service at site, expressage, and similar petty cash items in connection with the Work.
 - 16) Cost of removal of all debris (excluding hazardous material).

[END OF SECTION]



Section IV

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all firms/contractors/consultants doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed, and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath



**Town of Cutler Bay Construction Contract Agreement
EXHIBIT A
SINGLE EXECUTION AFFIDAVITS**

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

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE FIRM AND NOTARIZED BELOW. IN THE EVENT THE FIRM CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE FIRM IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A BID/PROPOSAL OR PERFORM THE SERVICES.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF CUTLER BAY AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have a FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Firm Initials



Public Entity Crimes Affidavit

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid/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 misrepresentations.

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.

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.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids/proposals or applies to bid/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, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

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

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

- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate



of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Firm Initials

No Conflict of Interest or Contingent Fee Affidavit

1. Firm warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation.
2. Firm also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances.
3. Further, Firm acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Firm should the Firm be selected for the performance of this contract.

Firm Initials

Anti-Kickback Affidavit

No portion of the sum herein bid/proposal will be paid to any employees of the Town, its elected officials, and/or its construction firm, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Firm Initials

Business Entity Affidavit

Firm hereby recognizes and certifies that no elected official, board member, or employee of the Town shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Firm or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Firm. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Firm. Any



exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by the Town. Further, Firm recognizes that with respect to this transaction or bid/proposal, if any Firm violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Firm may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

Firm Initials

Anti-Collusion Affidavit

1. Firm has personal knowledge of the matters set forth in its bid/proposal and is fully informed respecting the preparation and contents of the attached bid/proposal and all pertinent circumstances respecting the bid/proposal; and
2. The bid/proposal is genuine and is not a collusive or sham bid/proposal; and
3. Neither the Firm nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Firm, firm, or person to submit a collusive or sham bid/proposal, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other firm, consultant or person to fix the price or prices in the attached bid/proposal or of any other Firm, or to fix any overhead, profit, or cost element of the bid/proposal price or the bid/proposal price of any other Firm, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed Contract.

Firm Initials

Scrutinized Company Certification

1. Firm certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Firm or its subcontractors are found to have submitted a false certification; or if the Firm, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFQ is for more than one million dollars, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Firm, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Firm, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.



3. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Firm Initials

Drug-Free Workplace Certification

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that it does:

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 bid/proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 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.
7. As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Firm Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**



In the presence of:

Signed, sealed, and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

On this _____ day of _____, 2023, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

[END OF SECTION]



SECTION V

V.I PROPOSAL REQUIREMENTS CHECKLIST

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

Appendices	Title	Form Attached?	
		Yes	No
-	Firm's Proposal Package: Including one (1) original, three (3) copies and one (1) USB drive.		
A	Proposal Confirmation		
B	Indemnification Clause		
C	Non-Collusive Affidavit		
D	Drug-Free Workplace Form		
E	Sworn Statement on Public Entity Crimes		
F	RFQ Addendum Acknowledgement Form		
G	Anti-Kickback Affidavit		
H	Proof of Insurance		
I	Certification Regarding Scrutinized Companies		
J	American Rescue Plan (ARPA) Requirements		



APPENDIX A

Proposal Confirmation

In accordance with the requirements to provide CM/Design Assist Services RFQ No. 23-09 the undersigned submits the attached proposal.

The initial Contract period shall be for three (3) years with an option to renew annually not to exceed a maximum of three (3) years subject to appropriation of funds for the budget year applicable. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such an extension shall be effective upon written notice from the Town Manager to the Firm received no later than thirty (30) days prior to the date of termination.

Proposer has examined the site and locality where the work is to be performed and is fully aware of the scope of work based on these requirements, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Professional CM/Design Assist Services, RFQ No. 23-09 to the Town with the full understanding of the Request for Proposals, General and Special Conditions and Detail Requirements and the entire Proposal Package.

Proposer's Signature

Date

Printed Name

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2023,
By _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name



APPENDIX B

Indemnification Clause

The parties agree that one percent (1%) of the total compensation paid to Firm for the work of the contract shall constitute specific consideration to Firm for the indemnification to be provided under the Firm. The Proposer/ Firm shall indemnify and hold harmless the Town Council, the Town, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Firm, any sub-contractor, anyone directly or indirectly employed by any of them 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.

In any and all claims against the Owner, or any of their agents or employees by any employee of the Firm, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Firm or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the Town pursuant to Chapter 768, Florida Statutes.

Proposer's Signature

Date

Printed Name

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2023,
By _____, who is (who are) personally known to
me or who has produced _____ as identification and who did (did not)
take an oath.

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name



APPENDIX C

Non-Collusive Affidavit

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

_____ (Proposer/ Firm) being first duly sworn deposes and says that:

- a. S/he is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;
- b. S/he is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c. Such Proposal is genuine and is not collusive or a "sham" Proposal;
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:

PROPOSER/ FIRM

Signed, sealed, and witnessed in the presence of:

By:

By:

Print Name: _____

Print Name: _____



APPENDIX C
(Continued) Acknowledgement

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority personally appeared to me, well known, and known by me to be, the person described herein and who executed the foregoing affidavit and acknowledged to and before me that _____ (Owner, Partner, Officer, Representative or Agent), executed said affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 2023.

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name

Commission Number: _____

Commission Expiration Date: _____



APPENDIX D

Drug-Free Workplace Form

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (Business Name), does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection one (1).
4. In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will obey 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 firm complies fully with the above requirements.

Proposer's Signature

Date

Printed Name



APPENDIX E

Sworn Statement on Public Entity Crimes

SECTION 287.133(3)(a), FLORIDA STATE STATUTES

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

1. This sworn statement is submitted to the Town of Cutler Bay

By _____
Print Name and Title

For _____
Print Business Name Submitting Sworn Statement

Whose business address is:

And (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(9)(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 the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.



APPENDIX E (Continued)

Sworn Statement on Public Entity Crimes

SECTION 287.133(3)(a), FLORIDA STATE STATUTES

- c. 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 the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement [indicate which statement applies].

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____ the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]



APPENDIX E (Continued)

Sworn Statement on Public Entity Crimes

SECTION 287.133(3)(a), FLORIDA STATE STATUTES

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND HAT 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.

Proposer's Signature

Date

Printed Name

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority personally appeared to me, well known, and known by me to be, the person described herein and who executed the foregoing affidavit and acknowledged to and before me that _____ (Owner, Partner, Officer, Representative or Agent), executed said affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 2023.

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name

Commission Number: _____

Commission Expiration Date: _____



APPENDIX F

RFQ No. 23-09 Addendum Acknowledgement Form

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Proposer's Signature

Date

Printed Name

Business Name



APPENDIX G
Anti-Kickback Affidavit

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Proposal will be paid to any employees of the Town of Cutler Bay, its elected officials, and _____ (Business Name) or its design Firm s, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By _____
Print Name and Title

For _____
Print Business Name Submitting Proposal

Sworn and subscribed before me on this ____ day of _____, 2023.

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name

Commission Number: _____

Commission Expiration Date: _____



APPENDIX H

Proof of Insurance

[THIS SPACE LEFT INTENTIONALLY BLANK – TO BE COMPLETED AT TIME OF AWARD]



APPENDIX I

Certification Regarding Scrutinized Companies

SECTION 287.135, FLORIDA STATE STATUTES

1. Firm certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Firm or its subcontractors are found to have submitted a false certification; or if the Firm, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFQ is for more than one million dollars, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Firm, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Firm, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Signed, sealed and delivered by:

SIGNATURE

PRINT NAME AND TITLE

PRINT BUSINESS NAME

Signed, sealed, and witnessed in the presence of:

By:
Witness No. 1

By:
Witness No. 2

Print Name: _____

Print Name: _____



APPENDIX I (Continued)

Certification Regarding Scrutinized Companies
SECTION 287.135, FLORIDA STATE STATUTES

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

On this ___ day of _____, 2023, before me the undersigned, personally appeared _____, who is (who are) personally known to me or who has produced _____ as identification, and who did (did not) take an oath, whose name(s) is/are subscribed to the within instrument, and s/he/they acknowledge that s/he/they executed it.

Witness my hand and official seal:

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name

Commission Number: _____

Commission Expiration Date: _____



SECTION VI

EXHIBIT A

16-ACRES: LEGACY PARK AND MUNICIPAL COMPLEX EXECUTIVE SUMMARY

In order to get a better understanding of the project and to serve as a guide to develop the preliminary conceptual design, the Town prepared the 16 Acres: Legacy Park and Municipal Complex Executive Summary, which provides background on this project, history of the community, extensive feedback collected from the residents and more. You will find all the information in the following links to the Town's website.

Town's History: <https://www.cutlerbay-fl.gov/community/page/town-history>

16 Acres: Legacy Park and Municipal Complex Executive Summary:
https://www.cutlerbayfl.gov/sites/default/files/fileattachments/community/page/9746/town_of_cutler_bay_legacy_park_and_municipal_complex_executive_summary.pdf

Documents referenced in the Executive Summary (Exhibit A) will be posted to this page:
<https://www.cutlerbay-fl.gov/community/page/legacy-park-and-municipal-complex-planning>

[THIS SPACE LEFT INTENTIONALLY BLANK]



EXHIBIT B

16 ACRES LEGACY PARK AND MUNICIPAL COMPLEX PRELIMINARY PROJECT CONCEPT SCHEDULE

PHASE	MONTH
MASTER PLANNING & PROGRAMMING	May 2023
	June 2023
SCHEMATIC DESIGN	October 2023
	November 2023
	December 2023
SITE WORK & SITE REMEDIATION STARTS	January 2024
DESIGN DEVELOPMENT	January 2024
	February 2024
	March 2024
CONSTRUCTION DOCUMENTS	April 2024
	May 2024
	June 2024
PERMITTING & FINALIZING GMP	June 2024
	July 2024
CONSTRUCTION	July 2024
	August 2024
	September 2024
	October 2024
	November 2024
	December 2024
	January 2025
	February 2025
	March 2025
	April 2025
	May 2025
	June 2025
	July 2025
	August 2025
	September 2025
	October 2025
November 2025	
December 2025	
CLOSE OUT	January 2026
	February 2026
	March 2026
	April 2026

EXHIBIT C APPROVED MASTER PLAN (RESOLUTION NO. 23-68)

MASTER PLAN ILLUSTRATIVE

LEGACY PARK & MUNICIPAL COMPLEX

JUNE 23, 2023

LEGEND

- ① ICONIC FEATURE
- ② ART GARDEN
- ③ WETLAND (HEAD WATERS)
- ④ WATER FEATURE
- ⑤ LEGACY PARK SIGNAGE
- ⑥ OLD CUTLER ROAD TRAIL
- ⑦ TOWN HALL
- ⑧ POLICE STATION
- ⑨ PARKING GARAGE
- ⑩ COMMUNITY CENTER ARRIVAL
- ⑪ SWIMMING POOL DECK
- ⑫ COMMUNITY CENTER TERRACE
- ⑬ BERMED AMPHITHEATER
- ⑭ INTERACTIVE WATER FEATURE
- ⑮ FOOD TRUCK STAGING
- ⑯ WETLAND SYSTEM
- ⑰ WETLAND BOARDWALK
- ⑱ WETLAND LOOKOUTS
- ⑲ GOLF CART PARKING
- ⑳ POND
- ㉑ STAGE / EVENT PAVILION
- ㉒ OPEN LAWN
- ㉓ PICNIC AREA
- ㉔ EARTH BERMING
- ㉕ MARKET/EVENT SPACE
- ㉖ VITA TRAIL
- ㉗ EXISTING PUBLIX AND SHOPS
- ㉘ "TOT LOT" PLAY AREA



CUTLER BAY LEGACY PARK



Link to Full Master Plan Presentation:

<https://www.dropbox.com/scl/fi/dt7seihw5bw473qbzu40z/2023-07-04-Legacy-Park-Masterplan-Cutler-Bay.pdf?rlkey=imrraez6kj6nttmjls32v9qkv&dl=0>



EXHIBIT D
AMERICAN RESCUE PLAN ACT (ARPA) ADDENDUM (THIS SECTION SHALL APPLY DURING THE RFP, PART TWO PROCESS)

AMERICAN RESCUE PLAN ACT ADDENDUM TO
[INSERT NAME OF AGREEMENT]
BETWEEN
TOWN OF CUTLER BAY
AND
[NAME OF ENTITY]

THIS ADDENDUM to the **[NAME OF BASE AGREEMENT]** (the “Addendum”) is entered into as of the _ day of _____, 2023 (the “Effective Date of this Addendum”), by and between **TOWN OF CUTLER BAY, FLORIDA**, a Florida municipal corporation, (the “Town”) and **[ENTITY NAME]**, a **[Florida or foreign] [for-profit corporation, limited liability company, etc.]** (the “Contractor”). The Contractor are referred to as “Parties.”

WHEREAS, on **[INSERT DATE]**, the Town and Contractor entered into an Agreement between the Town and the Contractor for **[INSERT PROJECT NAME OR SERVICES REQUESTED]** (the “Agreement”); and

WHEREAS, the Town wishes to incorporate the terms and conditions required under the American Rescue Plan Act (“ARPA”); and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Town and Contractor agree as follows: ¹

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **American Rescue Plan Act Provisions.** The Agreement is hereby amended by adding the following provisions to the Agreement:

1.1. Mandated Federal Agreement Conditions.

A. In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Project services under this Agreement shall be fully or partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the Town pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act,

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.



including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable and as may be amended from time to time;
- ii. The U.S. Department of the Treasury’s Final Rule governing ARPA, dated January 27, 2022;
- iii. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);
- iv. The U.S. Department of the Treasury’s Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, dated April 27, 2022;
- v. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement between the Town and the State of Florida, Division of Emergency Management dated September 28, 2021;
- vi. The U.S. Department of the Treasury’s ARPA Compliance and Reporting Guidance, dated June 17, 2022; and
- vii. Assurances of Compliance with Civil Rights Requirements.

A copy of the above-referenced documents are available for inspection by the Contractor at the Office of the Town Clerk and at the following Town link: <https://www.cutlerbay-fl.gov/government/page/arpa-documents>.

B. *Title VI Requirements.* Contractor acknowledges that the Town has certified compliance with Title VI of the Civil Rights Act of 1964 to the U.S. Department of the Treasury on the form incorporated herein as ARPA Exhibit 7. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement complies with the certifications and requirements contained in ARPA Exhibit 7 and shall also adhere to the following provisions:

- (1) The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.



(2) Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

C. Americans with Disabilities Act Requirements. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

D. Age Discrimination Act of 1975. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

E. Protections for Whistleblowers.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(2) The list of persons and entities referenced in the paragraph above includes the following:

- i. A Member of Congress or a representative of a committee of Congress.
- ii. An Inspector General
- iii. The Government Accountability Office.
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- v. An authorized official of the Department of Justice or other law enforcement agency.
- vi. A court or grand jury.
- vii. A management official or other employee of the Contractor, subcontractor, the State of Florida, or the Town who has the responsibility to investigate, discover, or address misconduct.



(3) The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

F. Compliance with Immigration and Nationality Act (INA). Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)].

G. Seat Belts Required. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

H. Texting While Driving Ban. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

I. Publication. Contractor shall obtain approval from the Town in writing prior to issuing any publications in connection with this Agreement. If approved by the Town, the Contractor shall include the following language in any and all publications issued:

“This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to the Town of Cutler Bay by the U.S. Department of the Treasury.”

J. Reporting Conflict of Interests. Contractor agrees to disclose in writing to the Town, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

1.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). In accordance with the Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

A. Equal Employment Opportunity Compliance. During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;



- b. layoff or termination;
- c. rates of pay or other forms of compensation; and
- d. selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of

September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Contract Work Hours and Safety Standards Act Compliance. During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

- (1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Agreement Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Town shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any



liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. *Clean Air Act Compliance.* During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

D. *Federal Water Pollution Control Act Compliance.* During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

E. *Debarment and Suspension Compliance.* During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §



180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (5) Contractor certifies that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
 - iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

F. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

- (1) No Funds received by the Contractor under this Agreement have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with



the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any monies, other than Funds received by Contractor under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

G. Copeland "Anti-Kickback" Act. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

- (1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

H. Procurement of Recovered Materials. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be

acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

I. Domestic Preferences for Procurements. To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, "Domestic preferences for procurements."

J. 2 CFR Subpart F – Audit Requirements. Contractor shall assist the Town in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

(1) Contractor shall assist the Town in complying with the Federal Audit Provisions by providing the Town, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work ("Documentation") necessary to complete federal audits. Contractor shall promptly assist the Town in the event Documentation must be supplemented to address audit findings or other federal inquiries.

(2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the Town with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the Town in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

3. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Addendum and the terms and provisions of the Agreement, the terms and provisions of this Addendum shall control.

4. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. **Defined Terms.** All initial capitalized terms used in this Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.



6. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this Addendum shall have the same force and effect as an original hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]



IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed the day and year as first stated above.

TOWN OF CUTLER BAY

By: _____
Rafael G. Casals, ICMA-CM, CFM
Town Manager

Town Resolution No.: _____

Attest:

By: _____
Mauricio Melinu
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Town of Cutler Bay
Attn: Town Clerk
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
305-234-4262 (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Mitchell Bierman, Esq.
Town of Cutler Bay Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
305-854-0800 (telephone)
mbierman@wsh-law.com (email)



CONTRACTOR

By: _____
Name: _____
Title: _____

Witness:

By: _____
Name: _____

Witness:

By: _____
Name: _____

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

_____ (telephone)
_____ (email)