

RESOLUTION NO. 2018-108

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE DESIGN, CONSTRUCTION PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR THE SAFE ROUTES TO SCHOOL IMPROVEMENTS NEAR HOWARD DRIVE ELEMENTARY, PERRINE ELEMENTARY AND CORAL REEF ELEMENTARY SCHOOLS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$64,955; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village entered into an agreement with FDOT to receive a grant in the amount of \$65,178.00 for the Safe Routes to School Program for fiscal year 2017-2018; and

WHEREAS, the Village advertised a competitive Request for Qualifications on October 18th, 2017 – RFQ# 1617-11-008; and

WHEREAS, Kimley-Horn and Associates were the top ranked and approved by FDOT; and

WHEREAS, the Village desires to enter into an agreement with Kimley-Horn and Associates to provide civil engineering to the Village for the preparation of design, construction plans, and specifications for Howard, Perrine and Coral Reef elementary schools in the amount not to exceed of \$64,955.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. That each of the above recitals are hereby adopted and confirmed and incorporated herein.

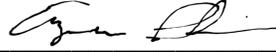
Section 2. The agreement between the Village and Kimley-Horn and Associates to provide professional civil engineering services to the Village for preparation and design, construction plans, and specifications for Coral Reef Elementary, Perrine Elementary and Howard Drive Elementary SRTS infrastructure improvements is hereby approved.

Section 3. The Village Manager is hereby authorized to expend funds in the amount not to exceed \$64,955.00 from the budget for fiscal year 2017-2018.

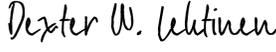
Section 4. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 1st day of October, 2018.

Attest: 
Missy Arocha
Village Clerk


Eugene Flinn
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:


Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Karyn Cunningham YES
- Council Member David Singer YES
- Council Member Larissa Siegel Lara YES
- Vice-Mayor John DuBois YES
- Mayor Eugene Flinn YES

Village of Palmetto Bay
 Procurement Division - VMO Procurement Action
 AWARD RECOMMENDATION



To: Mr. Edward Silva, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 9/12/2018

Design Services for the Safe Routes to School (SRTS) Improvem

ITB#: RFQ# 1617-11-008 Item/Service:

Attach please find the tabulation and concurrence letter from FDOT.

I. Procurement Comments:

The Village received (6) proposals, whereas (3) were shortlisted and out of the 3, the highest ranked proposer was Kimley-Horn and Associates. After providing to FDOT the tabulation and score sheets, the grantor (FDOT) has concurred and affirmed that Kimley-Horn and Associates should be recommended.

II. Recommendation:

- a. Which bid is being recommended? Kimley-Horn and Associates
- b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes No
 If No, is the variance considered: Minor Major
- c. Is the recommendation the lowest bid received? Yes No (Not Applicable)

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for contract agreement on the next Council meeting on September 12th. 2018.

IV. Recommendation Approval:

Acceptance to Move Forward with In

Signature/Date

Mr. Edward Silva, Village Manage



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111 Avenue
Miami, FL 33172-5800

MIKE DEW
SECRETARY

September 5 , 2018

Ms. Litsy C. Pittser
Procurement Specialist
Village of Palmetto Bay
1100 Simonton Street
Key West, Florida 33040

Subject: Award Concurrence Letter

Safe Routes to School (SRTS) Coral Reef, Howard Drive and Perrine
FM # 438160-1
Federal ID: D617-038-B
Contract: G0L29
County: Miami Dade

Ms. Pittser,

The Florida Department of Transportation has received Form 525-010-49 "*Local Agency Checklist for Federally Funded Professional Services Contract*", "*Federal and State Requirements*".

This letter serves as concurrence with the Village of Palmetto Bay for the design consultant selection process. Therefore, Village of Palmetto Bay can proceed with the award recommendation to Kimley Horn.

For further reference, please contact District 6 LAP Project Manager Alfredo Reyna by telephone at (305) 470-5288 or email Alfredo.Reyna@dot.state.fl.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "X-Nunez".

Xiomara Nunez, MBA
District Local Program Administrator

Cc: Alfredo Reyna, File
Dionisio Torres, Palmetto Bay Responsible Charge

Village of Palmetto Bay

Bid Tabulation – RFQ 1617-11-008

Design Services for SRTS Improvements near Howard Drive Elementary
Coral Reef Elementary and Perrine Elementary

Bid Open Date: November 21st, 2017 at 3:00pm



	Corradino Group	Kimley-Horn & Assoc.	R.J. Behar & Company	Marlin Engineering	AES Engineering	SRS Engineering
Proposal Checklist						
Section (1) Understanding & Approach to the project						
Project understanding, creativity and innovation	31	36	33	34	34	33
Project management approach	30	34	35	32	35	30
Section (2) Experience and Qualifications						
Firms qualification & experience on similar SRTS projects	56	57	54	50	42	51
Client References (minimum 3 references)	38	29	38	39	37	37
Section (3) Knowledge of SRTS Projects						
Project Managers experience on SRTS project	86	89	81	79	63	82
Past experience on SRTS sidewalk projects	72	72	68	66	50	65
Section (4) Staff Availability						
Schedule of completing services	18	18	13	12	14	14
Availability of staff for timely completion	14	15	18	20	16	16
TOTAL PERCENTAGE POINTS	345	350	340	332	291	328
AVERAGE SCORE FROM EXAMINERS	86.25	87.5	85	83.5	72.75	82

Exhibit "1"**Project Description and Assumptions**

This proposal is for professional services to assist the VILLAGE in the design and preparation of construction contract documents for the Federally Funded Safe Routes to School (SRTS) project near Howard Drive Elementary, Coral Reef Elementary and Perrine Elementary Schools (See Attachment A). The project scope will include project management, preliminary design, permitting assistance, final design services, and LAP coordination. The services provided shall include design engineering, permitting with DERM and Miami-Dade County, construction contract documents including design plans, specifications (as notes on plans), and detailed cost estimates for the project. Services provided by the CONSULTANT shall be based on the FDOT/LAP Department Manuals, process and procedures, and memorandums.

The work shall include the design and preparation of construction contract documents to:

- Install 5-foot-wide sidewalks (4" and 6" thick including pedestrian ramps), curb and gutter where applicable
- Crosswalk upgrades inclusive of solar powered pedestrian crossing flashers
- Intermediation school zone flashers
- Median installation and/or upgrades
- Tree and Landscape Improvements (relocation and removal where applicable)
- Detectable warnings on existing walking surfaces
- Install ADA ramps with detectable warning on existing walking surfaces
- Speed countback signs
- Roadway striping improvements (thermoplastic traffic striping 6", 8", 10", 12", 24" white inclusive of painted crosswalks at key intersections and at school entrance signalized / pedestrian crossing and extend school zone paint on roads.)
- Comprehensive signing upgrades and speed countback signs

The project includes improvements at various intersections within a two (2) mile radius of each school, as illustrated in Attachment A.

Project Assumptions

- The plans will be prepared using high resolution aeriels and construction notes. If the VILLAGE, COUNTY or DOT require a topographic survey for permitting purposes, an additional service will be required.
- This scope of services does not include the development of technical specifications. Design requirements will be reflected on the construction plans as notes and details according to VILLAGE, COUNTY and DOT requirements. The contract documents shall be provided by the VILLAGE.
- This scope of services does not include drainage design or drainage calculations.

- Proposed curbing, signing, and pavement markings are associated with proposed improvements only. Review or modification of existing roadway signing and pavement markings is not included in this scope of work.
- Maintenance of Traffic (MOT) and dewatering, if required, will be provided by the Contractor or others.

Exhibit "2"

Scope of Services and Project Schedule

The professional services for this project will include the following:

Task 1 - Initial (30%) Design Development and Opinion of Probable Cost

The CONSULTANT shall visit the site to collect data and note existing conditions. As part of this task, the CONSULTANT will coordinate with the utility companies servicing the project area to obtain existing utility record plans, as-builts, and/or schematic plans. The existing utility information shall be shown on the final design plans.

The high-resolution aerials and information collected during the site visit will be utilized to develop Initial (30%) Design Plans for the Project. Based on the Initial (30%) Design Plans, the CONSULTANT will prepare a preliminary Opinion of Probable Cost (OPC) for construction of the proposed project.

The CONSULTANT will provide the following deliverables:

The Initial (30%) Design Plans will include signing and marking. One PDF copy of the schematic plans and OPC will be provided to the VILLAGE for review.

Upon receiving VILLAGE input, the CONSULTANT will revise the Initial (30%) Design Plans listed above and submit them to FDOT as part of the LAP review process. The FDOT comments received during the review process will be part of developing the Constructability (60%) Design Plans in Task 2.

This task will also include one (1) meeting with VILLAGE staff to discuss the project, present design options, review alternatives and discuss the cost implications.

Task 2 – Constructability (60%) Design Plans

The CONSULTANT shall prepare Constructability (60%) Design Plans for the proposed improvements based on VILLAGE input during the Initial Design Development Phase. The plan set will include the following sheets:

- Cover Sheet – Project title, vicinity map and other appropriate information.
- General Notes – Provide construction specifications and requirements not included in the FDOT Standard Specifications for Road and Bridge Construction
- Engineering Plans - Containing the horizontal and vertical alignment for the safe routes to school project.
- Signage and Pavement Marking Plans – Containing the horizontal location and alignment for signage, traffic control signage and pavement markings.

- Construction Details – These sheets shall provide construction details that are not included in the FDOT Standard Indexes.

As part of this task, the CONSULTANT will coordinate with the Department of Regulatory and Economic Resources (DRER), Miami-Dade County, Florida Department of Transportation (FDOT), and any additional governmental agencies having jurisdiction to discuss permitting requirements and design criteria for new or modified work to be performed within the right-of-way.

The CONSULTANT will also provide an updated Opinion of Probable Construction Cost at the 60% submittal for the proposed improvements.

The CONSULTANT will provide the following deliverables:

The deliverables for this task will include one electronic format set of the plans and OPC, and up to four (4) sets (11" x 17") paper copies for review.

Upon receiving VILLAGE input, the CONSULTANT will revise the Constructability (60%) Design Plans listed above and submit them to FDOT as part of the LAP review process. The FDOT comments received during the review process will be part of developing the Bidability (90%) Design Plans in Task 3.

This task will also include one (1) meeting with VILLAGE staff to discuss the project, present design options, review alternatives and discuss the cost implications.

Task 3 – Bidability (90%) Design Plans

Upon the VILLAGE and FDOT's approval of the documents developed in Task 2 above, the CONSULTANT shall prepare Bidability (90%) Design Plans for the construction of the project. These design plans shall show the geometric layout on top of the high-resolution aerials. The basis for design will be the FDOT Standard Indexes and FDOT Standard Specifications for Road and Bridge Construction where applicable.

The CONSULTANT will update the drawings listed in Task 2 per the VILLAGE and FDOT comments. Based on the Bidability (90%) Design Plans, the CONSULTANT shall update the OPC prepared in Task 2.

The CONSULTANT will provide the following deliverables:

The deliverables for this task will include one electronic format set of the plans and OPC, and up to four (4) sets (11" x 17") paper copies for review.

Task 4 – Project Permitting

The CONSULTANT will prepare permit packages for the VILLAGE, and submit them to Miami-Dade County Public Works Department and DRER for work within the Right-of-Way on behalf of the VILLAGE. The CONSULTANT will also address the Electronic Review

Comment's (ERC) from FDOT as part of the LAP review process. The CONSULTANT will also attend one (1) comment resolution meeting with the FDOT.

The CONSULTANT will submit plans at the 30%, 60%, and 90% design phases to FDOT for review and comment. Upon approval of the 90% submittal the CONSULTANT will submit the Final plans to FDOT for record purposes. The comments will be addressed as part of the associated tasks within the project. Any additional permitting is not part of this scope and can be provided as an additional service.

Task 5 – Final Construction Plans

Upon the receipt of comments from FDOT and/or the VILLAGE, the Bidability (90%) Design Plans prepared in Task 3 above will be upgraded to Final Construction Plans incorporating the FDOT and/ or VILLAGE comments.

The CONSULTANT will provide the following deliverables:

One electronic format copy and up to six (6) full size (24" x 36") paper copies of the Final Construction Plans will be provided to the VILLAGE. The CONSULTANT will also include technical specifications as notes on the plans in accordance with the local standards and provide the VILLAGE with the four (4) specific LAP required specifications to be included in the Front End/LAP documents.

Task 6 – LAP Funding Coordination

The CONSULTANT will assist the VILLAGE in completing the following LAP funding forms:

- Right-of-way Certification – The intent is to perform the complete project in existing public right-of-way. Acquiring new public right-of-way is not anticipated and if required will adversely impact the LAP funding schedule.
- Local Agency Program Agreement – Assist the VILLAGE with project description related elements of this document. Review of program agreement language and any required VILLAGE approvals will be the responsibility of VILLAGE staff.
- Disadvantaged Business Enterprise (DBE) Requirement – It will be the responsibility of VILLAGE staff to establish the DBE Program Plan and associated percentage goal with FDOT. The CONSULTANT will include the plan in the bid document.
- Exhibit 1 Single Audit Act – The CONSULTANT does not anticipate effort associated with this form. Compliance with this document will be the responsibility of VILLAGE staff.
- Exhibit A Project Description and Responsibilities - Assist the VILLAGE with project description related elements of this document. Financial and audit compliance with this document will be the responsibility of VILLAGE staff.
- Exhibit B Schedule of Funding - Assist the VILLAGE with project description related elements and project schedule for this document. Financial and audit compliance with this document will be the responsibility of VILLAGE staff.

- Environmental Permit Memo - Assist the VILLAGE with including environmental permit related information obtained to date for this document.
- Certification of Utility Clearance – The CONSULTANT will provide letters of utility coordination submitted as part of the original design. If FDOT requires additional utility coordination efforts, those can be provided as an additional service.

The CONSULTANT will address the following LAP funding requirements and provide the associated bid document modifications:

- Local Agency Program Checklist for Construction Documents – The CONSULTANT will complete this form and provide the associated bid document modifications.

The CONSULTANT will provide the following deliverables:

The submittal will include one (1) hard copy of the FDOT/LAP forms referenced above, four (4) hard copies of the revised bid document with signed and sealed covers, and a digital file of the revised bid document in PDF. All forms and documents requiring VILLAGE authorization or approval will be signed by VILLAGE staff.

Task 7 – Limited Post Design Services

Post design services are limited to the CONSULTANT assisting the VILLAGE in addressing contract clarifications and providing responses for up to six (6) Requests for Information (RFI's) from the Contractor.

It is anticipated that the following post design services will be provided by a separate CEI firm and are not included as part of this scope:

- Progress Meetings
- Resident Project Representative
- Shop Drawing Review
- Review of Pay Application
- Project Close Out

EXHIBIT "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of \$64,955.00.

VILLAGE OF PALMETTO BAY

Design Services for the Safe Routes to School (SRTS) Improvements Near Howard Drive Elementary, Coral Reef Elementary and Perrine Elementary Schools

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and Kimley-Horn and Associates, Inc. authorized to do business in the State of Florida, (hereinafter referred to as "Consultant" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Qualifications ("RFQ") on October 18, 2017, and

WHEREAS, Consultant submitted a Proposal dated November 21, 2017 in response to the Village's request, and

WHEREAS, at a meeting held on September 12, 2018, the Village Council awarded the Consultant and agreed to enter into an Agreement with Consultant to perform the services described in the RFQ and Consultant's Proposal submitted in response to the RFQ ("Services") in the amount of \$ 64,955.00, Sixty Four Thousand Nine Hundred and Fifty Five Dollars and Zero Cents.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents, Addenda's prepared by the Village for Design Services for the Safe Routes to School (SRTS) Improvements Near Howard Drive Elementary, Coral Reef Elementary and Perrine Elementary Schools RFQ No. 1617-11-008 (Exhibit 1).

(ii) Proposal for the Village of Palmetto Bay prepared by Consultant dated November 21, 2017 (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit 1

C. Exhibit 2

D: Appendix 1 (Terms for Federal Aid Contracts 375-040-84)

Article 2 Scope of Work

A. Consultant agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Consultant represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the Village; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3 Qualifications

Consultant and the individual executing this Agreement on behalf of the Consultant warrant to the Village that the Consultant is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Consultant possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Consultant acknowledges that due to the nature of this contract, that Consultant must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Consultant shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The Consultant shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices shall be submitted to the Village's authorized representative on a biweekly basis unless otherwise directed by the Village. All invoices must be submitted in the form of a hard copy. The invoice detail must consist of a tabular report listing all ticket information required by the Village. Invoice detail submittals will be checked against Village records. Village records are the basis of

all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Village authorized representative to the Village for payment.

A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Consultant(s) must successfully complete, and receive a letter of completion from the Village, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Village to repair damages caused by the Consultant(s) to public or private property.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in to the Village of Palmetto Bay, Public Services Department, 9495 S. W. 180 Street, Palmetto Bay, FL 33157. Invoices will be processed as soon as received; prompt payment will be made no later than 30 days after receipt of invoice.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Consultant shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Consultant under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6 Termination

A. Termination/Cancellation of Contract Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Consultant of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Consultant's performance). Termination or cancellation of the contract will not relieve the Consultant of any obligations or liabilities resulting from any acts committed by the Consultant prior to the termination of the contract.

B. Termination Because of Default

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Consultant of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Consultant agrees that in the event this Contract is terminated for the Village's breach, the damages that Consultant may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8 Contract Term

This project must be completed by April 30th, 2019.

Article 9 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to five (5) years following the date of final performance of Services by the Consultant under this Agreement, audit, or cause to be audited, those books and records of Consultant which are related to Consultant's performance under this Agreement. Consultant agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Consultant's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Consultant shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by

the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 10 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Consultant authorized to use the Village's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 11 Indemnification

To the fullest extent permitted by law, the consultant shall indemnify and hold harmless the Village of Palmetto Bay, its officers, employees, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Village of Palmetto Bay's sovereign immunity.

Article 12 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Consultant. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage - designating the Village as Additional Insured
- Workers Compensation - Statutory Limits

- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Consultant liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Consultant hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Consultant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Consultant fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Consultant shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the

contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

Article 13 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 14 Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Consultant of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Consultant requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Consultant, whether or not similar to the act so consented to or approved.

Article 17 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Edward Silva, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Consultant:

Mr. Gary Ratay, P.E, Vice-President
Kimley-Horn and Associates, Inc.
600 North Pine Island Road, Ste 450
Plantation, Florida 33324

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 18 Independent Consultant

Consultant is and shall remain an independent Consultant and is not an employee or agent of the Village. Services provided by Consultant shall be by employees of Consultant and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant. The rights granted to Consultant hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Consultants to perform services including those hereunder.

Article 19 Assignment

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Consultant shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Consultant from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10

days by the Consultant to the Village. None of the work or services under this Contract shall be subcontracted unless the Consultant obtains prior written consent from the Village. Approved sub consultants shall be subject to each provision of this Contract and the Consultant shall be responsible and indemnify the Village for all sub contracts, errors or omissions.

Article 20 Prohibition Against Contingent Fees

Consultant warrants that it has no employees or retained any Consultant or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Consultant, corporation, individual or Consultant, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Consultant all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 22 Conflict of Interest

Consultant agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29 Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 30 Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 31 Permits, Licenses and Filing Fees

The Consultant shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Consultant's work.

Article 32 Safety Provisions

The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the Florida Division of Industrial Safety.

Article 33 Public and Employee Safety

Whenever the Consultant's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34 Preservation of Village Property

The Consultant shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Consultant's operations, it shall be replaced or restored at the Consultant's expense. The facilities shall be replaced or restored to a condition as good as when the Consultant began work.

Article 35 E-Verify

Consultant acknowledges that the Village may be utilizing the Consultant's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Village and a State agency. Consultant shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Consultant during the Agreement term. The Consultant is also responsible for e-verifying its sub Consultants, if any, pursuant to any agreement between the Village and a State Agency, and reporting to the Village any required information. Consultant acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement. Florida Governors Executive Order 11-116.

Article 36 Consultant Non-Discrimination

In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-Consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 37 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Consultants are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Consultant and all sub-Consultants named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Consultant to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Consultant. An ambiguity or defect shall be considered patent if it is of such a nature that the Consultant, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Consultant or sub-Consultants to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Consultant to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Consultant shall immediately notify the Village in writing, and the Consultant and all sub-Consultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 38 Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 39 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Article 40 Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, sub consultants, and/or Consultants who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release Village from all claims of liability by Contractor in connection with the agreement.

Article 41 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Consultant is an independent contractor under this Agreement and not the Village's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with Village, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant agrees that it is a separate and independent enterprise from the Village, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Consultant and the

Village and the Village will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

Continued on following page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

Edward Silva
Print Name

Village Manager
Title

ATTEST

Missel Arocha
Village Clerk

APPROVED AS TO FORM BY

Village Attorney

CONSULTANT

Kimley-Horn and Associates, Inc.

ADDRESS

600 N. Pine Island Road, Ste 450
Plantation, Florida 33324

BY _____

Gary E. Ratay, P.E.
Print Name

Vice-President
Title

Witness

Print Name

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

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

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

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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a sub consultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any sub consultant or contractor. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

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

N. It is understood and agreed that if the Consultant at any time learns that the certification is provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

P. The Consultant hereby certifies that it has not:

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

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