



## *The Village of Biscayne Park*

640 NE 114<sup>th</sup> St., Biscayne Park, FL 33161  
Telephone: 305-899-8000 Facsimile: 305 891 7241

### **Request for Qualifications (RFQ) No. 2015-02**

## **Design of Community Entry Signs & Associated Landscaping Design for Signage to be placed in Medians and Right-of-Ways**

#### **BACKGROUND:**

The Village of Biscayne Park is one of Florida's most unique municipalities. Founded in 1933, the Village is comprised solely of residential structures and community buildings. The Village maintains its original street design. Located in Miami-Dade County, the Village has 3,100 residents. The historic log cabin Village Hall is a designated Dade Historic Site and serves as the central location for the majority of Village operations, including the Administration, Building Permits, Code Compliance and Police.

With its mature tree canopy, vegetation and designation as a bird sanctuary, as well as Tree City USA, the Village of Biscayne Park is one of the most unique communities in Miami-Dade County.

#### **PROJECT:**

The Village of Biscayne Park seeks a landscape architect to conceptualize and design a distinctive entry sign/monument for four (4) median locations and four (4) right-of-way entrance locations throughout the Village (See Exhibit A). The design should reference the natural environment of the Village and include appropriate landscape designs for each type of sign location. The signs should be unique and constructed of materials that are sustainable. The design of the signs should be consistent throughout the Village. For example, the median signs should all be the same for all medians and the right-of-way signs should reference the median signs and be the same for all right-of-ways.

The final project will create a signature look through signage and landscaping at these key entrances throughout the Village. The entry signs will not only identify the Village by name, but must also express and reveal something about the Village by its design. For inspiration, applicants should become acquainted with the Village's history, landscape and aesthetic.

The selected landscape architect will work with the Village staff to develop the artistic entry sign and landscape design within the Village Code and the Miami-Dade County Public Works Manual. The final location of each sign will be determined during the design process based on available right-of-way, existing utility location and traffic safety. The selected landscape architect will be required to attend a minimum of three (3) public meetings and seek input from the residents, Parks and Parkways Advisory Board, Public Art Advisory Board and the Village Commission.

Due to the nature of the funding, all design work must be completed and approved by the Village Commission by May 5, 2015 to allow ample time for manufacturing and installation.

### **SELECTION PROCESS:**

The Selection Review Committee will review all submitted responses and recommend finalists to the Village Manager. Submitted responses will be judged based on conceptual sketches, the Qualification Evaluation Form and how they scored on the criteria evaluated (See Exhibit D). The Village Manager, at her discretion, may invite one, some or all finalists to present to the Village Commission at the March 3, 2015 Village Commission Meeting. The Village Commission will make the final decision.

### **INFORMATION FOR SUBMITTING PROPOSALS:**

All submittals shall be delivered to the Village of Biscayne Park Village Hall, Attention Maria Camara, Village Clerk, 640 NE 114 Street Biscayne Park, FL 33161 no later than February 25, 2015 at 2PM. If you have any questions, please contact Maria Camara, Village Clerk at (305) 899-8000 or [villageclerk@biscayneparkfl.gov](mailto:villageclerk@biscayneparkfl.gov).

Each proposal should be limited to no more than 10 pages, including resumes. Please provide 10 hard copies and one electronic copy.

Cone of Silence -- Respondents, their agents, and associates shall not contact or solicit any Village Commissioner, Village employee, or official regarding this Request for Proposals. Miami-Dade County's "Cone of Silence" Section 2-11.1(t) prohibits communication with any Village Commissioner, the Village Manager, assistants to the Village Manager and their respective support staff, or any person appointed by the Village Commission or Village Manager to evaluate or recommend selection in this process. Failure to comply with this provision may result in disqualification of the respondent, at the option of the Village. Only the Village Clerk shall be contacted.

The Village reserves the right to reject any or all responses, to waive any informalities or irregularities in any responses received, to re-advertise, to award in whole or in part to one or more responders, or take any other such actions that may be deemed to be in the best interests of the Village.

### **DESIGN & CONSTRUCTION BUDGET**

The total cost of the Community Entry Signs & Associated Landscaping Design Project is not to exceed \$50,000 (fifty-thousand dollars). This budget includes the approved design, site preparation, plants, materials, signage fabrication, installation and labor.

**The submitted proposal should only be for the design portion of the project while taking into consideration the additional expenses associated with the project.**

### **PROPOSAL REQUIREMENTS**

1. Background: Provide a description of you/your company's background and qualifications to perform the items of work included in the Request for Qualifications (RFQ) and associated scope of work.

2. Experience: Provide a list of similar projects that you/your company has completed in the past 5 years. Include the name of the agency and a contact for each project. Pictorial examples are encouraged.
3. Conceptual Sketch: Applicants shall provide a conceptual design sketch to demonstrate their understanding and appreciation of the Village of Biscayne Park aesthetic.
4. Project Understanding: Outline your proposed approach to the design portion of this project by providing a complete scope of work. Modify the enclosed Preliminary Scope of Work, Exhibit B, as necessary.
5. Project Timeline: Provide an estimated timeline to complete the Scope of Work.
6. Fee Schedule: Provide a lump sum proposal for the proposed Scope of Work.

**EXHIBITS:**

- EXHIBIT A: Aerial Maps & Photos of the proposed Signage and associated landscaping sites
- EXHIBIT B: Scope of work
- EXHIBIT C: Professional Services Agreement Sample
- EXHIBIT D: Qualification Evaluation Form

# **EXHIBIT A**

## **AERIAL MAPS & PHOTOS OF THE PROPOSED SIGNAGE AND ASSOCIATED LANDSCAPING SITES**

Right-of-Way Sign #1  
Northwest Corner of NE 9<sup>th</sup> Ave. and NE 107 St.



Right-of-Way #2  
Southwest Corner of NE 7 Ave. and NE 121 St.



Right-of-Way #3  
Southwest Corner of NE 9 Ave. and NE 121 St.



Right-of-Way #4  
Southwest Corner of NE 11 Place and NE 121 St.



Median Location #1  
Griffing Blvd and NE 121 Street (Southside)



Median Location #2  
NE 6 Avenue and NE 121 Street (Southside)



Median Location #3  
NE 8 Avenue and NE 121 Street (Southside)



Median Location #4  
NE 10 Avenue and NE 121 Street (Southside)



# **EXHIBIT B**

## **SCOPE OF WORK**



## *The Village of Biscayne Park*

640 NE 114<sup>th</sup> St., Biscayne Park, FL 33161  
Telephone: 305-899-8000 Facsimile: 305 891 7241

### **SCOPE OF WORK**

#### **Design of Community Entry Signs & Associated Landscaping Design**

The unique Village entry signs and associated native landscape plan is to be designed using the following guidelines and elements listed below:

- The medians and right-of-ways vary in size and terrain; however, all signs should form a cohesive signature look for the Village.
- The medians and right-of-ways do not have irrigation or electricity. Solar lights should be incorporated into the design.
- Due to locations of the medians and right-of way, the height & sight-line of the landscaping & entry sign must be considered.
- The plants and groundcover used in the design must be eighteen (18) inches from the curb edge when practical.
- No vertical objects or plant material over 18" will be placed within the curved ends of the median.
- The landscape design should be low maintenance and enhance or relate to the entry sign monument.
- The height of the signs cannot exceed five (5) feet but must be appropriately scaled to each individual location.
- Include design for concrete sculpture pad and anchoring design for the signs.
- The signs should be designed in a manner that they are able to be viewed from the front and back – unless the associated landscaping is integrated into the back of the sign.
- The signs must identify the "Village of Biscayne Park" on the side that faces traffic entering into the Village.

# **EXHIBIT C**

## **PROFESSIONAL SERVICES AGREEMENT SAMPLE**

**PROFESSIONAL  
SERVICES AGREEMENT**

THIS IS AN AGREEMENT, dated the \_\_\_\_ day of \_\_\_\_\_, 2014, between:

THE VILLAGE OF BISCAYNE PARK, a municipal corporation, hereinafter referred to as "VILLAGE",

and

\_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

**ARTICLE 1  
PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The VILLAGE advertised its request for qualifications (hereinafter, "RFQ") which set forth the VILLAGE's desire to hire a firm to perform consulting services related to entry signage design and associated landscaping.

1.2 Consistent with the RFQ requirements, the VILLAGE selected CONTRACTOR to render the professional services more particularly described herein below.

**ARTICLE 2  
SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the following professional CONTRACTOR services for the VILLAGE:

**Scope of Basic Services**

1. To conceptualize and design a distinctive entry sign/monument for four (4) median locations and four (4) right-of-way entrance locations throughout the Village. The CONTRACTOR will work with the Village staff to develop the artistic entry sign and landscape design within the Village Code and the Miami-Dade County Public Works Manual. The final

location of each sign will be determined during the design process based on available right-of-way, existing utility location and traffic safety. The selected landscape architect will be required to attend a minimum of three (3) public meetings and seek input from the residents, Parks and Parkways Board, Public Art Advisory Board and the Village Commission.

2.2 Deliverables will include three (3) hard copies of all final designs, a colored rendering, CADD files and a PDF of final designs.

2.3 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a timely and professional manner.

2.4 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.5 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the VILLAGE promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the VILLAGE.

2.6 CONTRACTOR shall not utilize the services of any sub-CONTRACTOR without the prior written approval of VILLAGE.

### ARTICLE 3 TIME FOR PERFORMANCE

Due to the nature of the funding, CONTRACTOR shall perform the services as identified in Section 2.1 in order to produce completed and approved design work by the Village Commission by May 5, 2015.

### ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 VILLAGE agrees to compensate CONTRACTOR for the services performed by CONTRACTOR, a lump sum fee of \_\_\_\_\_ as more particularly set forth in Exhibit "1", attached hereto and incorporated herein.

4.2 VILLAGE will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by

mediation.

4.4 Payment will be made to CONTRACTOR at:

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ARTICLE 5  
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

VILLAGE or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code or Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6  
TERM AND TERMINATION

6.1 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE project.

6.2 This Agreement may be terminated by the VILLAGE if the CONTRACTOR:

a. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

b. otherwise is guilty of substantial breach of a provision of this Agreement.

6.3 When any of the above reasons exist, the VILLAGE may, without prejudice to any other rights or remedies of the VILLAGE and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, seven (7) days' written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety:

a. finish the work by whatever reasonable method the VILLAGE may deem expedient.

6.4 The CONTRACTOR may terminate this Agreement if the work is stopped for a period of thirty (30) days through no act or fault of the CONTRACTOR or a subcontractor, sub-

subcontractor, or other agents or employees or any other persons performing portions of the work under this Agreement with the CONTRACTOR, for any of the following reasons:

- a. issuance of an order of a court or other public authority having jurisdiction;
- b. an act of government such as a declaration of national emergency, making material unavailable;
- c. because the architect has not issued a certificate for payment and has not notified the CONTRACTOR of the reason for withholding such certification, or because the VILLAGE has not made payment on a certificate of payment within the time stated in this Agreement;
- d. if repeated suspensions, delays or interruptions by the VILLAGE constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty five (365) day period, whichever is less; or
- e. the VILLAGE has failed to furnish to the CONTRACTOR promptly, upon the CONTRACTOR's request, reasonable evidence that financial arrangements have been made to fulfill the CONTRACTOR's obligations under this Agreement.

6.5 This Agreement may be terminated by either party for convenience, upon thirty (30) days written notice by the terminating party to the other party in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify the VILLAGE against any loss pertaining to this termination. All finished or unfinished documents, data, studies, plans, surveys, reports and PDF and CADD files of the drawings prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE immediately.

## ARTICLE 7 PUBLIC RECORDS AND AUDIT

7.1 CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

7.2 CONTRACTOR shall keep and maintain financial, invoice and employment records pertaining to the contractual obligations between the parties for pre-audit and post-audit purposes for a period of five (5) years following the completion of all project work or until all claims and audit findings involving these records have been received, whichever is later. VILLAGE or any of

their duly authorized representatives shall have access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcription.

7.3 CONTRACTOR understands, acknowledges and agrees that it shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

7.3.1 Keep and maintain public records that ordinarily and necessarily would be required by VILLAGE in order to perform the same service being rendered within this Agreement;

7.3.2 Provide the public with access to public records and at a cost that does not exceed the cost provided within Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided for by law;

7.3.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

7.3.4 Meet all requirements for retaining public records and transfer, at no cost, to VILLAGE all public records in possession of CONTRACTOR upon termination of this Agreement. Further, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to VILLAGE in a format that is compatible with the then current VILLAGE computer systems.

7.4 CONTRACTOR understands, acknowledges and agrees that VILLAGE is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this section by enforcing the terms of this Agreement. As a result of the foregoing, any violation of this section shall be a material breach and this Agreement may be terminated by VILLAGE without any penalty.

7.5 Prior to termination, VILLAGE shall give written notice to CONTRACTOR that it is in violation of this section. CONTRACTOR shall have five (5) business days to cure a violation of this section.

7.6 Notwithstanding any other provisions in this Agreement to the contrary, CONTRACTOR shall be liable for any and all damages, including but not limited to, consequential and incidental damages, that may arise out of breach of this section of the Agreement.

## ARTICLE 8 INDEMNIFICATION

8.1 CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the VILLAGE or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all

costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

8.2 CONTRACTOR shall indemnify VILLAGE for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the VILLAGE to the extent that it is based on a claim that products or services furnished to VILLAGE by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

## ARTICLE 9 INSURANCE

9.1 The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Village Manager of the VILLAGE nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

9.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

9.3 Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

9.4 Insurance shall be in force until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the VILLAGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

### 9.5 REQUIRED INSURANCE

9.5.1 COMPREHENSIVE GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- |    |                                 |             |
|----|---------------------------------|-------------|
| A. | Comprehensive General Liability |             |
| 1. | Each Occurrence                 | \$1,000,000 |
| 2. | Annual Aggregate                | 1,000,000   |

9.5.2 WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the CONTRACTOR shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. The CONTRACTOR and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- |    |                      |                          |
|----|----------------------|--------------------------|
| A. | Workers Compensation | Statutory                |
| B. | Employer's Liability | \$500,000 per occurrence |

9.5.3 The CONTRACTOR shall hold the VILLAGE, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the VILLAGE as an additional insured under their policy.

9.5.4 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

9.5.5 PROFESSIONAL LIABILITY insurance in the amount of \$500,000.00

ARTICLE 10  
NOTICE

10.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Heidi Shafran, Village Manager  
640 NE 114 Street  
Biscayne Park, FL 33161

Copy To: John J. Hearn, Village Attorney  
1917 NW 81<sup>st</sup> Avenue  
Coral Springs, Florida 33071

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE 11  
MISCELLANEOUS

11.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement, including all PDF and CADD files of the drawings, are and shall remain the property of VILLAGE whether or not the project for which they are made is completed. VILLAGE hereby agrees to use CONTRACTOR's work product for its intended purposes.

11.2 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all 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 Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with VILLAGE, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein.. The CONTRACTOR agree that it is a separate and independent enterprise from the VILLAGE, that it has full opportunity to find other business, that it has make 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 CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

11.3 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

11.4 Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for

CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.6 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

11.7 Legal Remedies. In the event CONTRACTOR is in violation of or in breach of the terms of this Agreement, penalties in the form of the withholding of payments or the suspension of the CONTRACTOR's authority may be enforced by the VILLAGE until such time as corrective action taken by the CONTRACTOR is satisfactory to the VILLAGE.

11.8 Equal Employment Opportunity Compliance. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title I of the Americans with Disabilities Act of 1990 is that: no person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs, or disability be subject to discrimination under any program or activity which the CONTRACTOR has agreed to undertake by and through the covenants and provisions set forth in this Agreement.

11.9 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

11.10 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

11.12 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

11.13 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Dade County, Florida.

11.14 Extent of Agreement. This Agreement represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations,

representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

VILLAGE

ATTEST:

BY: \_\_\_\_\_  
      MARIA CAMARA  
      VILLAGE CLERK

BY: \_\_\_\_\_  
      DAVID COVIELLO  
      MAYOR

APPROVED AS TO FORM.

\_\_\_\_\_  
JOHN HEARN  
VILLAGE ATTORNEY

CONTRACTOR

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA        )  
                                  )S.S.  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ and acknowledged they executed the foregoing Agreement as the proper official of CONTRACTOR, for the use and purposes mentioned in it and that the instrument is the act and deed of CONTRACTOR.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

My Commission Expires:

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NOTARY PUBLIC

# **EXHIBIT D**

## **QUALIFICATION EVALUATION FORM**



## *The Village of Biscayne Park*

640 NE 114<sup>th</sup> St., Biscayne Park, FL 33161  
Telephone: 305-899-8000 Facsimile: 305 891 7241

### Qualification Evaluation Form

#### Design of Community Entry Signs & Associated Landscaping Design

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

Evaluation Criteria	Max Percentage	Percentage Awarded
1. <b>Project Understanding:</b> Responsiveness to RFQ, comprehension of project scope, identification of critical elements and method of executing work.	20%	
2. <b>Consultant Qualifications:</b> Experience with similar projects in the last 5 years.	15%	
3. <b>Fee Proposal</b>	15%	
4. <b>Aesthetic Appeal:</b> Landscaping compatible with unique signs, design concept enhances Village of Biscayne Park identity, distinguishes/identifies Village for visitors, conceptual sketch is unique and interesting.	50%	
	<b>TOTAL</b>	