MEMORANDUM

MIAMI-DADE COUNTY

Date: December 2, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(P)(1)(G)

From: George M. Burgess
County Manager

Subject: Contract Award Recommendation in the Amount of $510,358.84 to Kimley-Horn and Associates, Inc. for Miami River Greenways, Located within Commission District 5 (Project No: E07-PW-04 GOB; Contract No: 20070718)

Recommendation

This Recommendation for Award for Professional Services Agreement (PSA) Contract No. 20070718 between Kimley Horn and Associates, Inc. and Miami-Dade County has been prepared by the Public Works Department (PWD) and is recommended for approval.

Delegation of Authority - The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

No additional authority is being requested within the body of this contract.

Scope

PROJECT NAME: Miami River Greenways

PROJECT NO: E07-PW-04 GOB

CONTRACT NO: 20070718

PROJECT DESCRIPTION: PWD has the need to establish one (1) Non-exclusive Professional Services Agreement (PSA) to provide Planning, Public Involvement, Design, and Post-Design Services in the preparation of complete construction plans for six (6) separately County-owned parcels which will provide continuity to the Miami River Greenway Network. The project shall include the construction of a 23' wide pedestrian/bicycle shared use riverwalk including lighting, landscaping, and hardscape elements such as benches and trash receptacles. Scope of work may include, but is not limited to: seawall design, drainage, maintenance of traffic, utility impacts, geotechnical testing, lighting, permits, cost estimates, landscape architecture details, and necessary incidental items for a complete project. This effort will include extensive public involvement and coordination with various interest groups such as the Miami River Commission, the Trust for Public Land, as well as City of Miami staff to ensure that a satisfactory concept has been developed and can be implemented. After approval of the master plan, final construction documents will be prepared.

PROJECT LOCATION:	Miami River			
PROJECT SITES:	**LOCATION**	**DIST**	**ESTIMATE**	**T-S-R**
	#70787- Miami River	5	$510,358.84	54-01-41
PRIMARY COMMISSION DISTRICT:	District 5	Bruno A. Barreiro		
APPROVAL PATH:	Board of County Commissioners			
OCI A&E PROJECT NUMBER:	E07-PW-04 GOB			
USING DEPARTMENT:	Public Works Department			
MANAGING DEPARTMENT:	Public Works Department			

Fiscal Impact / Funding Source

OPERATIONS COST IMPACT/FUNDING:	This agreement is for design services. Once the project is constructed, the estimated annual operation cost is approximately $3,980.00. The funding sources to be utilized are the Secondary Gas Tax, and Local Option Gas Tax.
MAINTENANCE COST IMPACT/FUNDING:	This agreement is for design services. Once the project is constructed, the estimated annual maintenance cost is approximately $6,402.12. The funding sources to be utilized are the Secondary Gas Tax, and Local Option Gas Tax.
LIFE EXPECTANCY OF ASSET:	Estimated at 20 years.

FUNDING SOURCE:	**SOURCE**	**AMOUNT**
	Building Better Communities General Obligation Bond (GOB) Program. Any other applicable funding source except PTP, as noted below, may subsidize this contract subject to Board approval.	$510,358.84

10/16/08

PTP FUNDING:	No
GOB FUNDING:	Yes

GOB PROJECT:	**GOB PROJECT / DESCRIPTION**	**GOB ALLOCATION**
	126-GOB - Miami River Greenway	$510,358.84

CAPITAL BUDGET PROJECTS:

BUDGET PROJECT / DESCRIPTION	AWARD ESTIMATE
6010960-MIAMI RIVER GREENWAY Book Page: 247 Funding Year: Proposed Capital Budget Book for FY 2008-09, Prior Years' Funds (The total available funding for Prior Year is $250,000)	$250,000.00
6010960-MIAMI RIVER GREENWAY Book Page: 247 Funding Year: Proposed Capital Budget Book for FY 2008-09, FY 2008-09 Funds (The total available funding for FY 2008-09 is $925,000)	$260,358.84
Project Totals:	$510,358.84

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	5.01	PORT AND WATERWAY SYSTEMS - ENGINEERING DESIGN
Other	3.09	HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
Other	3.10	HIGHWAY SYSTEMS - LIGHTING
Other	3.12	HIGHWAY SYSTEMS - UNDERWATER ENGINEERING INSPECTION
Other	9.01	SOILS, FOUNDATIONS AND MATERIALS TESTING - DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	10.10	ENVIRONMENTAL ENGINEERING – COASTAL PROCESSES AND OCEAN ENGINEERING
Other	16.00	GENERAL CIVIL ENGINEERING
Other	20.00	LANDSCAPE ARCHITECTURE

NTPC'S DOWNLOADED: 102

PROPOSALS RECEIVED: 7

CONTRACT PERIOD: 1095 Days. This Agreement shall remain in full force and effect for three (3) years after its date of execution or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties hereto.

CONTINGENCY PERIOD: 110 Days.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES:	No			
BASE ESTIMATE:	$681,818.18			
BASE CONTRACT AMOUNT:	$463,962.58	As a result of the design services negotiation meeting between Miami-Dade County and Kimley-Horn and Associates, Inc., the scope of work was refined and the base contract amount was decreased to reflect the actual effort required.		
CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	PSA	10%	$46,396.26	
TOTAL DEDICATED ALLOWANCE:	$0.00			
TOTAL AMOUNT:	$510,358.84			

Track Record / Monitor

SBD HISTORY OF VIOLATIONS:	None
EXPLANATION:	The First-Tier meeting of the Competitive Selection Committee (CSC) was held on April 9, 2008. The CSC ranked Kimley-Horn and Associates, Inc. first out of seven teams. The Second-Tier meeting was waived and the negotiations were concluded with Kimley-Horn and Associates, Inc. on June 24, 2008. PWD has reviewed the performance records concerning Kimley Horn and Associates, Inc. and found the consultant has performed, on several work orders for PWD, at a satisfactory level. In addition, PWD has reviewed the Office of Capital Improvements (OCI) CIIS database and found that there are 13 contracts listed for this consultant of which 2 are in the award process and 1 has been canceled. The CIIS lists 9 evaluations for an average score of 3.2 out of 4.0 points. This represents above satisfactory performance. Throughout all GOB projects, the responsible staff person in PWD will continue to be the GOB Coordinator, Mr. Frank Aira, P.E. Following completion of the award process, the project will be assigned to Ms. Lana Moorey, P.E., Project Manager for day to day responsibilities.
SUBMITTAL DATE:	2/22/2008
ESTIMATED NOTICE TO PROCEED:	1/30/2009
PRIME CONSULTANT:	Kimley-Horn and Associates, Inc.

COMPANY PRINCIPAL:	Manny Then, P.E.
COMPANY QUALIFIERS:	Manny Then, P.E.
COMPANY EMAIL ADDRESS:	Manny.Then@kimley-horn.com
COMPANY STREET ADDRESS:	9130 S. Dadeland Boulevard, Suite 102
COMPANY CITY-STATE-ZIP:	Miami, FL 33156
YEARS IN BUSINESS:	40 Years
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	According to the Department of Small Business Development's Firm History Report, the contractor has received (10) PSA contracts totaling $13,133,647.83 over the last five (5) years with no change orders approved to date.
SUBCONSULTANTS:	Marlin Engineering, Milian, Swain & Associates, Inc., BCC Engineering, Inc., Geosol, Inc., Holt Communications.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	**MEETING DATE:** 9/12/2007 **SIGNOFF DATE:** 9/12/2007
RESPONSIBLE WAGES:	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	COMMENT
CBE	30.00%	$153,107.65	
CWP	0.00%	$0.00	Not applicable

MANDATORY CLEARING HOUSE:	No		
CONTRACT MANAGER NAME /PHONE/EMAIL:	Miguel Riera	(305) 375-5820	rieram@miamidade.gov
PROJECT MANAGER NAME/PHONE/EMAIL:	Lana Moorey	(305) 375-2863	Lana@miamidade.gov

Background

BACKGROUND: The Miami River is a valuable natural resource situated in the heart of Miami. For the past two (2) decades, numerous master plans have been produced to determine optimal uses for the river corridor. An Action Plan Report prepared for the Miami River Commission by the Trust for Public Land in April 2001 provided specific recommendations to provide accessibility to residents and visitors to recreational amenities that will make the river a destination landscape and preserve the natural and cultural heritage of the river for future generations to enjoy.

The recommendations from the Action Plan Report will be incorporated in the master plan prepared for this project. After approval of the master plan, final construction documents will be prepared.

DEPARTMENT FINANCE: _____ 10/1/08
DEPT FINANCE OFFICER: **DATE:**

INDEX CODES: CPA126PW1283.99021

BUDGET APPROVAL FUNDS AVAILABLE: For OSBM _____ 10/8/08 *
OSBM DIRECTOR **DATE**

APPROVED AS TO LEGAL SUFFICIENCY: _____ 10/8/08
COUNTY ATTORNEY **DATE**

CAPITAL IMPROVEMENTS CONCURRENCE: GN 10/17 _____ 10-17-08
OCI DIRECTOR **DATE**

_____ 10-23-08
ASSISTANT COUNTY MANAGER **DATE**

CLERK DATE _____
DATE

* S.T. BOARD APPROVAL OF GOB SERIES 2008 B SERIES RESOLUTION. 10/8/08

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 2, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(G)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(G)
12-2-08

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $510,358.54 BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND MIAMI-DADE COUNTY FOR THE PROJECT ENTITLED MIAMI RIVER GREENWAY LOCATED WITHIN COMMISSION DISTRICT 5 (PROJECT NO. E07-PW-04 GOB; CONTRACT NO. 20070718)

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Contract Award Recommendation in the amount of $510,358.54 between Kimley-Horn and Associates, Inc. and Miami-Dade County for the project entitled Miami River Greenways located within Commission District 5 (Project No. E07-PW-04 GOB; Contract No. 20070718) in substantially the form attached hereto and made part hereof.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

Dept. of Business Development
Project Worksheet

Project/Contract Title: MIAMI RIVER GREENWAY (SIC 871)
RC Date: 09/12/2007
Project/Contract No: E07-PW-04GOB
Funding Source:
Item No: 1-01
Department: PUBLIC WORKS DEPARTMENT
GOB
Estimated Cost of Project/Bid: $750,000.00
Resubmittal Date(s):
Description of Project/Bid: TO ESTABLISH ONE (1) NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA) TO PROVIDE PLANNING, PUBLIC INVOLVEMENT, DESIGN, AND POST DESIGN SERVICES IN THE PREPARATION OF COMPLETE CONSTRUCTION PLANS FOR SIX (6) SEPARATELY COUNTY-OWNED PARCELS WHICH WILL PROVIDE CONTINUITY TO THE MIAMI RIVER GREENWAY NETWORK. THE PROJECT SHALL INCLUDE THE CONSTRUCTION OF A 25' WIDE PEDESTRIAN /BICYCLE SHARED USE RIVERWALK INCLUDING LIGHTING, LANDSCAPING, AND HARDSCAPE ELEMENTS SUCH AS BENCHES AND TRASH RECEPTACLES.

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	30.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.O. 3-32, Section V.

Funding source: General Obligation Bonds

Insufficient availability of firms in categories 5.01 (which accounts for 50% of the project), 10.10 (accounting for 6%), and 3.12 (accounting for 4%), is the reason why this project could not be considered for a CBE Set-aside.

SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
GENERAL CIVIL ENGINEERING	CBE	$75,000.00	10.00%	57
HIGHWAY SYSTEMS-SIGNING, PAVEMENT MARKING, CHANNEL	CBE	$45,000.00	6.00%	31
GEOTECHNICAL & MATERIALS ENGINEERING SERVICES	CBE	$7,500.00	1.00%	9
DRILLING SUBSURFACE INVESTIGATIONS & SEISMOGRAPHIC	CBE	$22,500.00	3.00%	6
HIGHWAY SYSTEMS-LIGHTING	CBE	$75,000.00	10.00%	17
	Total	$225,000.00	30.00%	

Living Wages: YES [ ] NO [X]
Responsible Wages: YES [ ] NO [X]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** 30 % **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — 9.12.07 Date — County Manager — Date

DBDR0090 v. 2005101

MIAMI RIVER GREENWAY **PROJECT # 6010960**

DESCRIPTION: Design of the pedestrian and bicycle shared used facility along the banks of the Miami River

LOCATION: City of Miami
City of Miami

DISTRICT LOCATED: 5
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 5

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Building Better Communities GOB Program	250	925	3,325	3,000	0	0	0	0	7,500
TOTAL REVENUE:	**250**	**925**	**3,325**	**3,000**	**0**	**0**	**0**	**0**	**7,500**

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	250	450	100	0	0	0	0	0	800
Construction	0	475	3,225	3,000	0	0	0	0	6,700
TOTAL EXPENDITURES:	**250**	**925**	**3,325**	**3,000**	**0**	**0**	**0**	**0**	**7,500**

Road Improvements - Local Roads

ROAD RESURFACING IN UNINCORPORATED MIAMI-DADE COUNTY **PROJECT # 6032581**

DESCRIPTION: Resurface local County roads to improve driving safety in Unincorporated Miami-Dade County

LOCATION: Unincorporated Miami-Dade County
Unincorporated Miami-Dade County

DISTRICT LOCATED: Unincorporated Municipal Service Area
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: Unincorporated Municipal Service Area

REVENUE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Capital Impr. Local Option Gas Tax	3,728	586	1,636	1,636	1,636	1,636	1,636	1,636	14,130
QNIP Phase IV UMSA Bond Proceeds	3	0	0	0	0	0	0	0	3
TOTAL REVENUE:	**3,731**	**586**	**1,636**	**1,636**	**1,636**	**1,636**	**1,636**	**1,636**	**14,133**

EXPENDITURE SCHEDULE:	PRIOR	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	FUTURE	TOTAL
Planning and Design	128	20	49	49	49	49	49	49	442
Construction	3,603	566	1,587	1,587	1,587	1,587	1,587	1,587	13,691
TOTAL EXPENDITURES:	**3,731**	**586**	**1,636**	**1,636**	**1,636**	**1,636**	**1,636**	**1,636**	**14,133**

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BUDGET PROJECT 6010960

Project Title: 6010960-MIAMI RIVER GREENWAY

Project Desc: Design of the pedestrian and bicycle shared used facility along the banks of the Miami River

Project($$ in 000's)	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
Expenditures	4,000	971,000	875,000	5,400,000	250,000	0	0	0	7,500,000
Revenue	4,000	1,008,000	838,000	5,400,000	250,000	0	0	0	7,500,000

Project Type: Capital Update Type

CDPWeb Project Milestones ($ IN 000'S)

Milestone:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
Planning/Design	4,000	971,000	375,000	0	0	0	0	0	1,350,000
Construction	0	0	500,000	5,400,000	250,000	0	0	0	6,150,000

CDPWeb Project Revenue ($ IN 000'S)

Revenue:	Prior:	08-09:	09-10:	10-11:	11-12:	12-13:	13-14:	FUTURE:	Total:
Building Better Commu	4,000	1,008,000	838,000	5,400,000	250,000	0	0	0	7,500,000

Add GEO Coded Site PROJECT SITES

EXIT

Current Contracts for Project 6010960

Dept	ContractNo	Contract Name		RTA Budget Allocation	Award Budget Allocation	CIIS Award
PW	20070718	Miami River Greenways		$0.00	$250,000.00	$463,962.58
PW	20070718	Miami River Greenways		$0.00	$260,358.84	$463,962.58
			Total Allocated:	$0.00	$510,358.84	

ANNUAL MAINTENANCE AND OPERATIONAL COST

Please fill in highlighted items only.

PROJECT INFORMATION:									
PROJECT NAME	Miamiriver Grennway		PROJECT NUMBER	20070718	PROJECT LENGTH IN MILES	1.3	NUMBER OF LANES	1	
NUMBER OF FIX BRIDGES	0	NUMBER OF CULVERTS	0	NUMBER OF SIGNALIZED INTERSCECTIONS		0			
NUMBER OF BASCULAR BRIDGES	0	MEDIAN LENGTH IN MILES	0	NUMBER OF SMALL CIRCLES	0	NUMBER OF LARGE CIRCLES	0		
NUMBER OF PEDESTRIAN BRIDGES	0	Canal Maintenance	0	WASD Maintenance					

MAINTENANCE CALCULATIONS:

ITEM	UNIT	PRICE	COST
	Roadway Maintenance		
Roadway	Per line-mile	$ 744.90	$ 968.37
	Structures Maintenance		
Fix Bridge	EA	$ 2,420.00	$ -
Bascule Bridge	EA	$ 257,940.00	$ -
Pedestrian Bridge	EA	$ 3,317.00	$ -
Culvert	EA	$ 840.00	$ -
	Landscape and Trees		
Roadway Landscape	Per line-mile	$ 474.00	$ 616.20
Tree Trimming	Per line-mile	$ 465.81	$ 605.55
Median Landscape	Per-mile	$ 9,530.00	$ -
Small Traffic Circle	EA	$ 50.00	$ -
Large Traffic Circle	EA	$ 150.00	$ -
Lighting Maint.	EA	$ 108.00	$ 4,212.00
Traffic Signals Maint.	Per intersection	$ 1,500.00	$ -
Canal maintenance	EA	$ 7,740.00	$ -
WASD Maintenance		$ 297.00	$ -
Total			$ 6,402.12

OPERATIONAL CALCULATIONS:

ITEM	UNIT	PRICE	COST
	Structures Operation		
Bascule Bridge	EA	$ 177,493.00	$ -
Culvert	EA	$ -	$ -
Lighting Oper.	EA	$ 102.00	$ 3,978.00
Traffic Signals Oper.	Per intersection	$ 2,000.00	$ -
Total			$ 3,978.00

PREPARED BY:

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 10/14/2003 **To:** 10/14/2008

FIRM NAME: KIMLEY-HORN AND ASSOCIATES, INC.
9130 S Dadeland Blvd, Suite 102
Miami, FL 33156-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E02-MDAD-04	1	AV	GOAL DBE 18%	05/11/2004	$2,005,000.00	$82,312.00	$0.00		* CIVIL WORKS, INC. - $0.00 * GARTEK ENGINEERING CORPORATION - $11,885.00 * GEOSOL, INC. - $0.00 * LEO A. DALY COMPANY - $70,521.80 * WILLIAM A. BERRY & ASSOCIATES, INC. - $0.00
A/E SERVICES - MIA AIRFIELD SECURITY (SIC 871)					$2,005,000.00				
E04-WASD-01	1	WS	GOAL CBE 35%	02/17/2005	$1,387,500.00	$0.00 11/29/2006	$0.00		* CES CONSULTANTS, INC. - $0.00 * CIVIL WORKS, INC. - $0.00 * DR. G. SAUER CORPORATION - $0.00 * GEOSOL, INC. - $0.00 * ROBAYNA AND ASSOCIATES, INC. - $0.00
DESIGN OF 72-INCH RAW WATER MAIN					$1,387,500.00				
E04-SEA-01	1	SP	NO MEASURE	06/17/2005	$2,522,727.27	$0.00 11/29/2006	$0.00		
SECURITY AND COMMUNICATIONS FOR THE PORT OF MIAMI (SIC 871)					$2,522,727.27				
20050189 A/E	1	PW	NO MEASURE	07/07/2005	$2,500,000.00	$0.00	$0.00		
NEW ADVANCED TRAFFIC MANAGEMENT SYSTEM (ATMS)					$2,500,000.00				
E05-PW-03 PTP	1	PW	GOAL CBE 25%	05/09/2006	$441,378.74	$0.00	$0.00		* MILIAN, SWAIN & ASSOCIATES, INC. - $0.00
SW 216TH STREET FROM FLORIDA TURNPIKE TO SW 127TH AVENUE (SIC 871)					$441,378.74				

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DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 10/14/2003 **To:** 10/14/2008

FIRM NAME: KIMLEY-HORN AND ASSOCIATES, INC.
9130 S Dadeland Blvd, Suite 102
Miami, FL 33156-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
E05-MPO-01	2	MP	NO MEASURE	05/31/2006	$400,000.00	$0.00	$0.00		
GENERAL PLANNING CONSULTANT SUPPORT PROJECT									
					$400,000.00				
E05-WASD-13, GOB	1	WS	GOAL CBE 30%	11/13/2006	$1,650,000.00	$90,783.29 12/04/2007	$0.00		* ARCHITECTS INTERNATIONAL, INC. - $0.00 * CIVIL WORKS, INC. - $0.00 * GEOSOL, INC. - $0.00 * ROBAYNA AND ASSOCIATES, INC. - $0.00 * VITAL ENGINEERING, INC. - $0.00
NW 37TH AVENUE WATER AND SEWER IMPROVEMENTS (SIC 871)									
					$1,650,000.00				
E05-PW-12	1	PW	GOAL CBE 20%	11/16/2006	$760,220.32	$6,642.84 04/17/2008	$0.00		* JANUS RESEARCH, INC. - $0.00 * ROBAYNA AND ASSOCIATES, INC. - $0.00
VENETIAN CAUSEWAY STREETSCAPE IMPROVEMENTS (SIC 871)									
					$760,220.32				
EDP-PW-SR-20070725	1	PW	NO MEASURE	08/28/2007	$22,070.50	$0.00	$0.00		
NE 2 AVE FROM NE 91 ST TO NE 103 ST									
					$22,070.50				
E05-PARK-01, GOB	2	PR	GOAL CBE 20%	10/02/2007	$1,444,751.00	$0.00 04/03/2008	$0.00		* GEOSOL, INC. - $0.00 * LOUIS J. AGUIRRE & ASSOCIATES, P.A. - $0.00 * M.C. HARRY AND ASSOCIATES, INC. - $0.00 * ROBAYNA AND ASSOCIATES, INC. - $0.00
PARK TRAIL IMPROVEMENTS (SIC 871)									
					$1,444,751.00				

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
A&E Firm History Report
From: 10/14/2003 **To:** 10/14/2008

FIRM NAME: KIMLEY-HORN AND ASSOCIATES, INC.
9130 S Dadeland Blvd, Suite 102
Miami, FL 33156-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
					Total Award Amount	$13,133,647.83			
					Total Change Orders Approved by BCC	$0.00			
						$13,133,647.83			
					Total Change Orders Approved After Requested Date Range	$0.00			
					Total Change Orders Pending	$0.00			
						$13,133,647.83			

* Indicates closed or expired contracts

Change Orders without dates are pending BCC approval

Find Contracts With Search String ==> | Projects | Goto Bottom

Exit

OFFICE OF CAPITAL IMPROVEMENTS
CAPITAL IMPROVEMENTS INFORMATION SYSTEM
Tuesday, October 14, 2008

All Contracts for FEIN 560885615
Kimley-Horn and Associates, Inc.

DST	DPT	Type	Contract	Name	Location / Contractor	Estimated Completion Date	Total Award	Last Status Date	% Complete / Status *
8	PW	PSA	20040343	SW 137th Avenue from US-1 to SW 200th Street	Kimley-Horn and Associates, In	N/A	$0	8/13/2008	0% / N/A
30	PW	PSA	20040348	SW 216 ST FL TURNPIKE TO SW 127 AVE	Kimley-Horn and Associates, In	6/8/2008	$401,379		0% / N/A
5	PW	PSA	20070718	Miami River Greenways	Kimley-Horn and Associates, In	N/A	$463,963	9/6/2007	0% / N/A
30	PW	PSA	662519	Venetian Causeway Streetscape Improvements	Kimley-Horn and Associates, In	1/1/2010	$691,109	7/9/2008	0% / N/A
30	PR	PSA	999999-05-002-2	Park Trail Improvements	Kimley-Horn and Associates, In	N/A	$1,294,000	6/3/2008	0% / Not Started
30	PR	PSA	E00-PARK-01,R1-4	Full Service Project Specific Professional Services	Kimley-Horn and Associates, In	12/16/2008	$500,000	10/2/2008	40% / On Schedule
0	DE	PSA	E01-DERM-04, EP-46	Consultants for Civil Engineering Consulting Service	Kimley-Horn and Associates, In	12/18/2003	$500,000	6/7/2005	100% / Complete
30	WS	PSA	E01-WASD-05, Project 3, EP 3	Design of Treatment Facilities and Critical Water Ma	Kimley-Horn and Associates, In	11/2/2005	$1,175,000	8/10/2006	100% / Closed
5	SP	PSA	E04-SEA-01	Security and Communications	Kimley-Horn and Associates, In	6/19/2009	$2,272,727	8/15/2008	60% / On Schedule
13	WS	PSA	E04-WASD-01	Design of 72-Inch Raw Water Main	Kimley-Horn and Associates, In	N/A	$1,250,000	12/22/2005	0% / Cancelled
30	WS	PSA	E05-WASD-13, GOB	NW 37th Avenue Water and Sewer Improvements	Kimley-Horn and Associates, In	6/14/2015	$1,500,000	4/23/2008	20% / Behind Schedule
0	MT	PSA	TA00-TPS-8	Miscellaneous Engineering Services	Kimley-Horn and Associates, In	N/A	$750,000	2/26/2007	100% / Closed
0	PW	EDP	EDP-PW-SR-20070725	NE 2 AVE FROM NE 91 ST TO NE 103 ST	KIMLEY-HORN AND ASSOCIATES, INC.	N/A	$22,071		0% / N/A
					Totals:	13	$10,820,249		

* Contracts with Green Name are PSA Agreements
Yellow Status=Inactive Contract

Contracts Status View | Exit | Projects | Goto Top

Exit

Capital Improvements Information System

MCC Contractor Evaluations Report

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
PR	E00-PARK-01,R1-4	PSA	Kimley-Horn and Associates, Inc.	2/23/2007	David Livingstone	Completion of study or design	4.0
WS	E01-WASD-05, Project 3, EP 3	PSA	Kimley-Horn and Associates, Inc.	2/23/2007	Sara Leu	Completion of study or design	3.3
PW	20040348	PSA	Kimley-Horn and Associates, Inc.	2/27/2007	Priscilla M. Morales	Interim	3.1
PW	662519	PSA	Kimley-Horn and Associates, Inc.	8/8/2007	Lana Moorey	Interim	4.0
PW	20040348	PSA	Kimley-Horn and Associates, Inc.	12/18/2007	Priscilla M. Morales	Interim	3.4
WS	E04-WASD-01	PSA	Kimley-Horn and Associates, Inc.	4/9/2008	Alex Retamar	Interim	1.5
PW	662519	PSA	Kimley-Horn and Associates, Inc.	6/3/2008	Lana Moorey	Interim	4.0
WS	E04-WASD-01	PSA	Kimley-Horn and Associates, Inc.	8/11/2008	Alex Retamar	Project conclusion or closeout	1.5
PR	E00-PARK-01,R1-4	PSA	Kimley-Horn and Associates, Inc.	9/22/2008	John Gouthro	Interim	3.8

Evaluation Count: 9 Contractors: 1 Average Evaluation: 3.2

Exit

Memorandum

MIAMI-DADE COUNTY

Date: October 10, 2006

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 12(A)(3)

From: George M. Burgess
County Manager

R-1208-06

Subject: Resolution Authorizing the County Manager to Accelerate Three Projects in the *Building Better Communities (BBC)* Bond Program and to Amend the Series 2005 Project List as Required to Maintain Progress of Program

---

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution amending Resolution Number R-577-05 to add three projects to Exhibit "A" and to delegate to the County Manager the authority to amend Exhibit "A" in the future as required to maintain progress on the Building Better Communities (BBC) General Obligation Bond Program. This change will facilitate the timely delivery of BBC capital improvement projects.

BACKGROUND

On May 17, 2005 the Board approved 181 projects to be financed from the Building Better Communities Series 2005 Bonds detailed in Exhibit "A" to Resolution No. R-577-05. These projects differ greatly in complexity. While many are ready for implementation, others are still in the planning stage and not ready to receive bond funding. The Office of Capital Improvements has identified 21 projects totaling $54 million that are ready to move to the next phase in their implementation (Attachment 1). For 18 of the 21 projects, a previous phase was included in Exhibit "A", however, three of the projects are not included on that list, although they are on the overall list of projects approved by the Board and voters in 2004 and are slated for funding by future bond sales. In addition to asking that the Board approve these three projects for funding from the first bond sale, I also seek the Board's concurrence in accelerating the other 18 projects to their next phase. Since some of the projects listed in Exhibit "A" are moving forward more quickly than others, the funding of these 21 projects can be accomplished without the need for a new bond sale at this time, but rather using existing funds from the initial bond sale.

The three new projects mentioned above are bikeways in County Commission District 10 ($700,000), the Miami River Greenway project in District 5 ($765,000), and Tamiami Park field improvements in District 11 ($1,800,000). The 21 identified projects are representative of the various categories in the program, such as, parks, economic development, public safety, infrastructure, bikeways, and endangered lands. They are also sensitive to and represent each of our 13 County Commission districts. I want to assure the Board that this change will not remove funding from any Board approved BBC project. Furthermore, no project will be delayed by this action. Funds will be made available to keep up with each project's implementation schedule. As we plan for the sale of next series of bonds in late FY 06-07, funding will be provided for those projects that were initially approved for funding by Series 2005 bonds but are progressing slower.

I anticipate this scenario will re-occur as we continue to implement the Bond Program. Therefore, to facilitate delivery of projects to your constituents I am asking that the Board authorize me to amend the list of projects detailed in Exhibit "A" in the future as required to start projects that are ready to proceed and fund those that are progressing slower as part of subsequent bond series. If granted such authorization to amend the list of projects in Exhibit "A", I intend to instruct OCI to expedite the BBC affordable housing projects to help alleviate the current shortage. I will report to the Board no less than twice per year any such changes to Exhibit "A".

Assistant County Manager

9/14/06
Date

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: October 10, 2006

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 12(A)(3)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A)(3)
10-10-06

RESOLUTION NO. R-1208-06

RESOLUTION AMENDING RESOLUTION NO. R-577-05 TO ADD THREE PROJECTS TO EXHIBIT A TO SUCH RESOLUTION; AND DELEGATING TO COUNTY MANAGER AUTHORITY TO AMEND EXHIBIT A TO RESOLUTION NO. R-577-05 AS REQUIRED TO MAINTAIN PROGRESS ON THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by this reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. Exhibit A to Resolution No. R-577-05 is hereby amended to add the three projects referenced in the accompanying memorandum.

Section 2. This Board hereby delegates to the County Manager the authority to amend Exhibit A to Resolution No. R-577-05 as required in the future to maintain progress on the Building Better Communities General Obligation Bond Program. No less than twice per year, the County Manager shall submit a written report to the Board detailing any amendments made to the Exhibit.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro	Jose "Pepe" Diaz
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of October, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

Geri Bonzon-Keenan

Building Better Communities Bond Program
Recommended Funding Acceleration
FY 2006-2007
($IN 000'S)

Stakeholder Acceleration Request	GOB Project #	Acceleration Amount in ('000)'s	Description / Status	Priority	Cumulative	Series A Allocation	Commission District	Total by Commission District
GSA	232	17,661	Future Multi-Use Facilities: Acquire or construct various multi-use County government facilities: -Purchase of the Lightspeed Building ($17,661).	1	17,661	875	12	21,761
Economic Development Fund	124	15,000	Economic Development Fund: Provide infrastructure improvements to spur economic development and attract new businesses to the community -Poinciana Garage (15,000 accel. needed)	2	32,661	782	2	16,400
PARKS	30	1,000	Redland Fruit and Spice Park: Area-wide park improvements - Land Acquisition	3	33,661	36	8	1,835
DERM- EEL	2.3	790	Miami Rockridge Pinelands ($790)	4	34,451	860	9	2,567
DERM- EEL	2.4	1,777	South Dade Wetlands ($1,777)		36,228	7,312	9	
DERM- EEL	2.7	835	Tropical Hammocks ($835)		37,063	435	8	
GSA	220	1,000	Acquire or construct multipurpose facilities - District # 6	5	38,063	2,500	6	1,000
GSA	219	240	Acquire or construct multipurpose facilities - District # 5	6	38,303	1,000	5	1,255
Police	322	400	New Northside Police Station (Arcola) - Land was acquired with GOB "Premium Funds". Acceleration is required for Design Phase and to cover funding gap in '06-'07.	7	38,703	3,500	2	
North Miami Beach	17.6	1,000	Phase 1 complete; Phase 2 in progress. Need acceleration for final construction - Series G.	8	39,703	Included in Exhibit "A"	4	1,000
Opa-Locka	17.5	480	Water and Sewer systems enhacements. Project under construction. $560K has being spent. Need acceleration from Series G.	9	40,183	300	1	480
Miami Shores	154	75	Sidewalk replacement project. Project is completed. The City submitted invoices for reimbursement.	10	40,258	225	3	560
OCED	255	250	Historic Hampton House - Allocation for FY 05-06 not enough to cover the design contract.	11	40,508	100	3	
Hialeah	153	4,100	Hialeah - Infrastructure Upgrades: GOB funding will compliment other funding for improvements to the City of Hialeah bikeways and sidewalks. -Site #71314 - Infrastructure Upgrades District 6 (1,745 accel. needed) -Site #71315 - Infrastructure Upgrades District 12 (1,000 accel. needed) -Site #70799 - Infrastructure Upgrades District 13 (3,450 accel. needed) On-going projects; need acceleration to complete Construction phase.	12	44,608	900	12	
PARKS	25	392	Crandon Park: Area-wide improvements - Construction of the master plan improvements at the tennis center - lighting. Design phase will be implemented using grant funding.	13	45,000	349	7	392
PARKS	38	250	Tropical Park: Area-wide park improvements - Acceleration for the Stadium improvements. Currently in schematic design (in-house). Construction duration expected between October 06 - April 07. Commitment to upgrade stadium with the Professional Soccer League's proposed improvements.	14	45,250	1,058	10	950

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Building Better Communities Bond Program
Recommended Funding Acceleration
FY 2006-2007
($IN 000'S)

Stakeholder Acceleration Request	GOB Project #	Acceleration Amount in ('000)'s	Description / Status	Priority	Cumulative	Series A Allocation	Commission District	Total by Commission District
PARKS	41	1,800	Tamiami Park: Construction for ball field improvements: bleacher covers, landscaping and fencing.- $ 360K Start design of the Pool expansion project with an existing A/E contract - $ 250K; entrance improvements under design - funding is need to complete construction documents and go to construction via MCC- $750K. New Playground $ 240K. Replace funding for construction of ongoing soccer fields project (cuban memorial)	15	47,050	Not included in Exhibit "A"	11	1,800
PARKS	97	175	Local 3 Parks: Complete construction of local 3 park improvements; no funding scheduled for '06-'07	16	47,225	9	3	
PWD - Bikeways	142	60	Baywalk Bike Path: Connect existing paths from Bayfront Park to Pace Park along Biscayne Bay -Site #71137- Baywalk Bike Path north of Port Blvd (60 accel. needed)	17	47,285	Included in Exhibit "A"	3	
PWD - Bikeways	142	250	Baywalk Bike Path: Connect existing paths from Bayfront Park to Pace Park along Biscayne Bay. -Site #70329 - Baywalk Bike Path south of Port Blvd (250 accel. needed) Acceleration needed to cover funding gap in FY '06-'07	18	47,535	25	5	
PWD - Bikeways	319	700	Bikeways in District 10: SW 46th St. Bicycle Path/Matching local fund for state funding - project requested by Commissioner Souto. Funding originally scheduled for FY13-14 to FY16-17.	19	48,235	Not included in Exhibit "A"	10	
	128	765	Miami River Greenway	20	49,000	Not included in Exhibit "A"	5	
PARKS	314	1,000	Gwen Cherry Park - local 2 allocation: Bleacher project and Yet Center renovations in process (Planning/Design started). To be completed prior to August '07 football season and by '07 superbowl respectively. Design will start in 7/06.	21	50,000	236	2	
Hialeah	302	4,350	Hialeah - Reconstruct Milander Auditorium: Demolition and reconstruction of the multi-purpose cultural arts center. Design completed; need acceleration to start Construction phase in Summer '06.	22	54,350	300	13	4,350
		54,350						54,350

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Priority Ranking Criteria:
a. Property acquisition
b. Project Continuity: Project has started with non-GOB funding; needs acceleration to continue to the next phase, and/or to cover funding gap.
c. Matching Funds
d. Economic Development: Not-for-Profit entity has resources to start new projects; acceleration needed to implement projects that will spur the local economy.
e. Request by District Commissioner
f. Project Readiness
g. Unique Opportunity
h. Time Sensitive Opportunity
i. Impact to Community

DRAFT

GENERAL OBLIGATION BOND SITES

Project Title: 126 -Miami River Greenway

Project Desc: GOB funds will compliment other funding sources to complete the Miami River Greenway.

Specific Site Locations: #70787 - S MIAMI AVE and SE 7TH ST-Miami River Greenway

GO TO ADD NEW SITE

Specific Site Description: Miami River Greenway

Site Comments: (FH 9/11/08) Contract Award Recommendation for design is pending Board Approval. Survey is complete. (FH 5/23/08) Photographic Surveying Services WO approved under contract 20070529 WO# 2. Under Consultant selection. Approved new baseline dates (12/6/07).

Site Physical Comm Dist: District 5 Comm District Impacted: District 5

Comm Council Dist: 0 Comm Council Impacted: No District

Total Duration: Anticipated Start Date: 10/1/2007 Anticipated End Date: 10/31/2011 Duration: 1491

Actual Duration: Actual Start Date: 3/31/2008 Actual End Date: 11/7/2011 Duration: 1316

CURRENT GOB SITE #70787 INDEXES SITES:

Index Code	Prime	Site	CD	Type	Source Fund	Fund Amount	Prime?	YTD	LTD	Enc	Balance
CPA126PW1283 (1)	Y	#70787	5	GOB	GOB SERIES A	$4,300	Y	$9,994	$9,994	$12,472	($22,466)
CPC126PW1283 (1)	N	#70787	5	GOB	GOB SERIES C	$1,845,700	N	$0	$0	$0	$0
			Totals:	2		$1,850,000		$9,994	$9,994	$12,472	($22,466)

Site Status: N/A

OSBM P Class: 1-Under Construction or Public Infrastruct

Mail (8) Agreements (0) Accelerations (5) Donations 0

Fiscal Years:

	Recs:	2004-05 2005-06:	2006-07:	2007-08:	2008-09:	2009-10:	2010-11:	2011-12:	2012-13:	2013-14:	2014-15:	2015-16:	2016-17:	2017-18:	2018-19:	Total:
SITE:		4,300	0	0	1,007,340	838,360	5,400,000	250,000	0	0	0	0	0	0	0	7,500,000
MILESTONES:	8	0	0	4,300	970,700	875,000	5,400,000	250,000	0	0	0	0	0	0	0	7,500,000
FUNDING:	3	4,300	0	0	1,007,340	838,360	5,400,000	250,000	0	0	0	0	0	0	0	7,500,000

Include on Signature Projects Status Report 34:

Sortie Project Type: None

Transfer Site and ALL related Milestones and Costs to this Project and Department: Select New Project.

FAMIS INDEXES | SAVE / UPDATE | DELETE | BUDGET PROJECTS

SITE CONTRACTS | SITE REPORT 6 | MILESTONES | FUNDING | COST REPORT 21

SCHEDULE REPORT 20 | EXE SUMM

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

MIAMI RIVER GREENWAYS
OCI PROJECT No. E07-PW-04

THIS NON-EXCLUSIVE AGREEMENT is entered into this ___ day of _____, 20____, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and Kimley-Horn and Associates, Inc., hereinafter referred to as the "ENGINEER".

RECEIVED
AUG 15 2008
RISK MANAGEMENT
DIVISION

W I T N E S S E T H:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER, and the ENGINEER hereby covenants to provide, the professional services prescribed herein in connection with the design of the Miami River Greenway at the locations listed below:

1) Riverwalk beneath SW 2nd Avenue Bridge (south shore);
2) Connection of "Brickell on the River" development and the existing walkway to the 5th Street Metromover Station (south shore);
3) Riverwalk beneath Miami Avenue Bridge (north shore);
4) Riverwalk beneath County Metrorail adjacent to FPL riverwalk (north shore);
5) Riverwalk beneath County Metrorail, adjacent to "Neo Vertika" riverwalk (south shore); and
6) Riverwalk at Miami-Dade WASD pump station and connection to North River Drive.

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PROFESSIONAL SERVICES AGREEMENT

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APPENDIX

EXHIBIT "A" MINIMUM REQUIREMENTS FOR PLANS SUBMITTAL

AFFIDAVITS

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

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SECTION I - COUNTY OBLIGATIONS

The Director of the Public Works Department, hereinafter referred to as the "Director", shall issue written authorization to proceed to the ENGINEER for each section of the work to be performed thereunder. In case of emergency, the COUNTY reserves the right to issue oral authorization to the ENGINEER with the understanding that written confirmation shall follow immediately thereafter.

The COUNTY agrees that its Public Works Department shall furnish to the ENGINEER any plans and other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

The Director reserves the right to guarantee the accuracy of information provided by the COUNTY to the ENGINEER. When such guarantee is provided in writing, the ENGINEER shall not be compensated for independent verification of said information.

The COUNTY agrees to provide the following material, data, or services as required in connection with the work to be performed under the terms of this Agreement:

1. COUNTY standard construction details applicable to the project.

2. All standard sections of the contract documents and compilation of the final bidding documents.
3. Administration of bidding procedures including advertisement for bids and recommendations of award of the construction contract in cooperation with the ENGINEER.
4. Administration of construction except as otherwise provided herein.
5. All required survey for the project.
6. All required aerial photography for the project.

SECTION II - PROFESSIONAL SERVICES

The ENGINEER agrees to perform professional services in connection with the project as indicated in the following (refer to Exhibit "A" for submittal requirements):

A. Master Plan Phase

Upon receipt of written authorization from the Director to proceed with the Master Plan Phase of the project, the ENGINEER shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the COUNTY a Master Plan containing recommendations for site development and prepare for and conduct a Public Meeting to inform residents and neighborhood organizations of proposed construction.

To accomplish the work described under this phase, the ENGINEER shall observe the following requirements:

1. Strive to complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel on the work at all times.
2. Comply with all Federal, State, and local laws or ordinances applicable to the work.
3. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
4. Report the status of the project to Director upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
5. Submit to the Director one (1) review copy of the Master Plan phase report for the project. Upon approval, furnish the COUNTY with two (2) copies of the final Master Plan phase report. The quality and legibility of all copies shall meet the approval of the Director.

B. Design Phase

Upon receipt of written authorization from the Director to proceed with the project, the ENGINEER shall prepare preliminary Engineering data, including sketches and drawings, based on recommendations from the Master Plan Phase; perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the COUNTY in obtaining approval of preliminary design work from any local, state or federal

agency having an interest in the project. The ENGINEER shall prepare final complete construction plans for the project in accordance with current County standards, to be used for the receipt of bids, which shall include, but not limited to, development of design plans for the construction of a 23'-0'' wide pedestrian/bicycle shared use river-walk including lighting, landscaping, and hardscape elements such as benches and trash receptacles. Scope of the work may include: seawall design, drainage, utility impacts, geotechnical, lighting, permits, cost estimates, landscape architecture details, and all of the necessary incidental items for a complete project.

To accomplish the work described under this phase, the ENGINEER shall observe the Following:

1. Strive to complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel at all times.
2. Comply with all Federal, State and local laws and ordinances applicable to design.
3. Prepare necessary sketches to accompany COUNTY applications for any required County, State or Federal agency permits.
4. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
5. Prior to final approval by the Director, complete a preliminary check of construction plans through any

County, City, State, or Federal agency from which a permit or other approval is required.

6. Cooperate fully with the COUNTY to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The ENGINEER will assist the COUNTY in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The ENGINEER shall provide two sets of prints for each utility company prior to the meeting. The ENGINEER shall be responsible for preparation and distribution of meeting minutes. The ENGINEER shall provide adequate design and coordination to accommodate utilities in order to avoid claims and delays during construction.
7. Report the status of the project to the Director upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
8. Submit to the Director five (5) sets of check prints for the project at the 30%, 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with two (2) signed and sealed full size, 22"x34" bound sets of prints of the final construction plans, two (2) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, original Mylar tracings on approved, 22"x34"and 11"x17" Mylar stock (4 mils thick with signed Cover

Sheet), CAD electronic files in a format approved by the COUNTY, reports, and all computation books. The quality and legibility of all prints shall meet the approval of the Director. At a minimum the construction Documents shall consist of the following:

- Cover Sheet
- Typical Section
- Summary of Quantities
- Site Development Plans
- Grading and Drainage Plans
- Drainage Details
- Structural Details
- Lighting Plans
- Signing Plans
- Landscaping/Hardscaping Plans
- Hardscaping Details

9. Prepare and submit to the COUNTY an opinion of probable construction cost, at the 60%, 90% and 100% completion milestones, of the proposed project design.
10. The ENGINEER agrees that the quality of the work performed by the ENGINEER and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services, and agrees to guarantee compliance of the work with all applicable industry standards and regulations.

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11. The ENGINEER agrees to provide upon request, a certified payroll of employees performing work under this Agreement, as reported to the IRS.
12. The ENGINEER agrees to provide employees performing work under this Agreement with health care benefits.

C. Construction Phase

The ENGINEER agrees to provide the following services during the Construction Phase of the project, as requested by the COUNTY.

1. Attendance at pre-bid and pre-construction meetings.
2. Periodic general engineering consultation and advice.
3. Review and approval of shop drawings.
4. Field meetings during construction.
5. Response to Contractors Request for Information (RFI's)
6. Plans revisions.
7. Review of proposed change orders for the construction contract.

SECTION III - TIME FOR COMPLETION

The ENGINEER agrees to complete the services to be rendered pursuant to this Agreement as indicated in the following:

A. Master Plan Phase

The services to be rendered by the ENGINEER under the Master Plan Phase of the project shall commence upon receipt of a written Notice to proceed from the Director, and shall be completed within 3 months.

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined herein, render performance of the ENGINEER's duties impossible. Such extensions of time shall not be cause for any claim by the ENGINEER for extra compensation.

B. Design Phase

The services to be rendered by the ENGINEER under the Design Phase of the project shall commence upon receipt of a written Notice to proceed from the Director, and shall be completed within 9 months. A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined herein, render performance of the ENGINEER's duties impossible. Such extensions of time shall not be cause for any claim by the ENGINEER for extra compensation.

C. Construction Phase

The services to be rendered by the ENGINEER under the Construction Phase of the project shall begin at the time the construction contract is awarded and shall be considered completed upon final acceptance of the construction by the COUNTY. Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

SECTION IV - FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to

carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the ENGINEER agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation as stipulated by the following:

A. Professional Services Fee

1. Master Plan Phase

For service rendered pursuant to the Master Plan Phase in accordance with the terms and conditions of this

Agreement, the ENGINEER shall receive the following fee:

For the complete study and preparation of a Master Plan with recommendations for site development and Public-Meetings, the lump sum fee of **$ 39,330.00.**

2. Design Phase

For services rendered pursuant to the Design Phase, in accordance with the terms and conditions of this Agreement, the ENGINEER shall receive the following fees:

For the implementing of the Master Plan recommendations, complete design and preparation of construction plans, and all incidental work thereto as necessary for construction of all project elements, excluding traffic signals, the lump sum fee of

$ 294,739.88.

3. Construction Phase

In accordance with the terms and conditions of this Agreement, including pre-bid and preconstruction meetings, shop drawing reviews, and all incidental work thereto, general engineering consultation and advice, response to Contractor's Request for Information (RFI's) field meetings during construction, plan revisions, and review of proposed change orders for the construction contract, the fee shall be **$ 31,070.70**. Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

3. Total Fee

The total of all regular fee payments to the ENGINEER under this Agreement shall be **$ 365,140.58**, the sum of A1, A2 and A3 above, providing that no additional work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

B. Compensation for Other Services

The COUNTY shall compensate other services or goods provided by the ENGINEER and others working in conjunction with the ENGINEER as stipulated by the following:

1. Printing and Reproduction

The COUNTY shall reimburse the ENGINEER for the cost of printing project plan sheets required for utility coordination and other required submittals. The total cost to the COUNTY for this reproduction service shall be **$ 5,000.00**.

2. Public Involvement Plan

The COUNTY shall compensate the ENGINEER for the preparation and implementation of a Public Involvement Plan (PIP) in order to minimize the impact from the construction project; the exact scope to be developed jointly by the ENGINEER and the COUNTY. The fee for this work shall not exceed

$ 20,000.00.

3. Soil Survey

The County shall make direct payment to the Engineer for soil survey work requested and approved by the ENGINEER as mutually agreed with the COUNTY to be necessary for design of the project. All required soil survey work for the project shall not exceed **$ 49,122.00**.

4. Underwater Engineering Inspection and Subsurface Utility Exploration

The County shall make direct payment to the Engineer for underwater engineering inspection and subsurface utility exploration work requested and approved by the ENGINEER as mutually agreed with the COUNTY to be necessary for design of the project. All required underwater engineering inspection and subsurface utility exploration work for the project shall not exceed **$ 24,700.00**.

C. Total Compensation

The total of all costs associated with accomplishing the work under the terms of this Agreement shall be **$ 463,962.58,** the sum of fees set forth in A and B above, providing that no additional work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

SECTION VI - ADDITIONAL WORK

The COUNTY agrees to pay, and the ENGINEER agrees to accept, for additional work performed under the terms of this Agreement, fees in accordance with the following:

A. Additional Work

In the event changes are requested by the COUNTY to the construction documents after said documents have been approved and accepted by the COUNTY, additional Construction Phase services are required, or contingencies necessitate the performance of other additional work by the ENGINEER, and a Notice to Proceed authorizing additional work is issued by the Director, fees and other compensation for such services shall be computed in accordance with one or a combination of the methods outlined below:

1. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate.

The fee for engineering services rendered by the ENGINEER's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of **2.85** for office personnel and **2.10** for field personnel. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such overhead,

fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

2. Fees Based on Fixed Hourly Rates

The fee for services rendered by the ENGINEER's principals shall be computed based on the fixed hourly rate of **$ 115.00**.

The above listed fixed hourly rate for Principals shall be applied to the time spent on requested work by the following principal of the firm:

Manny Then, P.E.

3. Lump Sum Fee

The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the ENGINEER and stated in the written Notice to Proceed. Lump sum fees may or may not include reimbursable expenses.

4. Reimbursable Expenses

The ENGINEER shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director. Reimbursable expenses may include:

a. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.

b. Expenses for travel, transportation and subsistence outside Miami Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

B. Allowance Account

The total of all fee payments to the ENGINEER for additional work shall be as allowed under the Allowances/Contingency Ordinance No. 00-65.

The project is a Professional Services Agreement for the design of a facility on public property; therefore an estimated Allowance Account of **$ 46,396.26** is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the COUNTY for unforeseen conditions necessitating additional design, resulting in additions to the basic fee.

SECTION VII - TOTAL PROJECT COST

The total Project Cost set forth in Section V and Section VI above, under the terms of this Agreement, shall be **$ 510,358.84**.

SECTION VIII - METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the ENGINEER for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Master Plan Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director.
2. The amount of the invoices submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the percentage of the work completed, as certified by the ENGINEER, to the total lump sum fee for this phase of the work.
3. The amount of the partial payment due for the work performed to date under this phase shall be an amount calculated in accordance with Paragraph 2 above, less five per cent (5%) of the amount thus determined, which shall be withheld by the COUNTY as retainage, less previous payments, and less Inspector General to date.
4. The retained amount shall be paid in full to the ENGINEER upon issuance of a work order by the Director for the Design Phase work, but under no circumstances shall this amount be retained longer than four months

after the date of final acceptance of the Master Plan Phase work by the Director.

B. Design Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director.
2. The amount of the invoices submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the percentage of the work completed, as certified by the ENGINEER, to the total lump sum fee for this phase of the work.
3. The amount of the partial payment due for the work performed to date under this phase shall be an amount calculated in accordance with Paragraph 2 above, less five per cent (5%) of the amount thus determined, which shall be withheld by the COUNTY as retainage, less previous payments, and less Inspector General to date.
4. The retained amount shall be paid in full to the ENGINEER upon issuance of a work order by the Director for the Construction Phase, but under no circumstances shall this amount be retained longer than four months after the date of final acceptance of the Design Phase work by the Director.

C. Construction Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be

referenced to the particular Notice to Proceed for Construction Services

2. The amount of invoices submitted shall be comprised of the amounts due for all services performed monthly and/or incurred to date in connection with the authorized work, less previous payments. The amounts due shall be calculated in accordance with Subsections VI.A.1. and VI.A.2. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation, as necessary.

D. Additional Work

1. Estimated Professional Fees and/or Reimbursable Expenses

a. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed and/or expenses incurred.

b. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections VI(A)(1) and VI(A)(3) hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

2. Lump Sum Fee

a. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed and/or expenses incurred.

b. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documents as necessary.

SECTION IX - RIGHT OF DECISIONS

All services shall be performed by the ENGINEER to the satisfaction of the Director, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. Adjustments of compensation and time for completion of services thereunder, due to any major changes in the work, which might become necessary or be deemed desirable as the work progresses, shall be left to the absolute discretion of the Director. In the event the ENGINEER does not

concur with the decisions of the Director, the ENGINEER may present any such objections in writing to the County Manager. The Director and the ENGINEER shall abide by the decisions of the County Manager. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

SECTION X - OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the ENGINEER or owned by a third party and licensed to the ENGINEER for use and reproduction, shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the ENGINEER at any time upon request by the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the ENGINEER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the ENGINEER shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The ENGINEER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the ENGINEER in the performance of this

Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. Reuse of such data by the COUNTY for any purpose other than that for which prepared shall be at the COUNTY'S sole risk. When each individual section of work requested pursuant to this Agreement is complete, all of the above data shall be delivered to the Director.

The COUNTY shall have the right to modify the plans, or reports, or any components thereof without permission from the ENGINEER or without any additional compensation to the ENGINEER. The ENGINEER shall be released from any liability resulting from such modification.

SECTION XI - REUSE OF DOCUMENTS

The ENGINEER may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work.

SECTION XII - CORRECTIONS TO CONTRACT DOCUMENTS

For any services provided under this agreement, the ENGINEER shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the plans and Contract Documents prepared by the ENGINEER including the documents prepared by its

sub-consultants. Compliance with this Article shall not be construed to relieve the ENGINEER from any liability resulting from any such errors, omissions, and/or ambiguities in the plans and Contract Documents and other documents or Services related thereto.

The ENGINEER must adhere to the approved budget, and all changes resulting from design errors and omissions will be catalogued by the Public Works Department and will be shared with the members of selection committees for future projects. In addition, whenever the total cost to the Department for design errors and omissions is deemed excessive, the COUNTY will make claims for reimbursement from the ENGINEER and its insurance company.

SECTION XIII - COURT APPEARANCES AND CONFERENCES

Nothing in this Agreement shall obligate the ENGINEER to prepare for or appear in litigation on behalf of the COUNTY except in consideration of additional compensation. The amount of such compensation shall be mutually agreed upon and embodied in a Supplemental Agreement subject to approval by the Board of County Commissioners. Only upon said approval of a Supplemental Agreement, and subsequent receipt of written authorization from the Director, shall the ENGINEER be obligated to Court appearances.

SECTION XIV - NOTICES

Any notices, reports or other written communications from the ENGINEER shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the ENGINEER shall be considered delivered when posted by certified mail to the ENGINEER at the last address left on file with the COUNTY or delivered in person to said ENGINEER or the ENGINEER's authorized representative.

SECTION XV - ABANDONMENT

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects or parts thereof, the ENGINEER shall be compensated for all services rendered consistent with the terms of this Agreement up to the time the ENGINEER receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services, which have been performed at the time the ENGINEER receives such notice. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

SECTION XVI - AUDIT RIGHTS AND IPSIG

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Engineer under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Engineer shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and

applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Engineer, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Engineer shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Engineer's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subconsultants and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The Engineer shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any

longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the Engineer shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Engineer shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the Engineer, its officers, agents, employees, subconsultants and suppliers. The Engineer shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Engineer in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Engineer or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at

the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

SECTION XVII - SUBCONTRACTING

The ENGINEER shall not subcontract, assign or transfer any work under this Agreement without the written consent of the Director. When applicable and upon receipt of such consent in writing, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

SECTION XVIII - WARRANTY

The ENGINEER warrants that the services furnished to the COUNTY under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida applicable to the design, inspection and construction

of Public Works projects including roadway and bridge structures.

The Engineer warrants that no companies or persons, other than bona fide employees working solely for the ENGINEER or the COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also warrants that no COUNTY personnel, whether full-time or part-time employees, have or shall be retained or employed in any capacity, by the ENGINEER or the COUNTY approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the Director shall have the right to annul this Agreement without liability.

SECTION XIX - TERMINATION OF AGREEMENT AND SANCTIONS FOR CONTRACTUAL VIOLATIONS

It is expressly understood and agreed that the COUNTY may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior notification in writing from the Director; in which event the COUNTY's sole obligation to the ENGINEER shall be payment in accordance with Sections V and VI, for those units or sections of the work previously authorized. Such payment shall be determined on the basis of the hours or the

percentage of the total work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon termination, the COUNTY may, without penalty or other obligations to the ENGINEER, elect to employ others to perform the services.

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

SECTION XX - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three (3) years after its date of execution or until completion of all project phases, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in other Sections of this agreement.

SECTION XXI - DEFAULT

In the event the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by thirty (30) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Section of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

SECTION XXII - INDEMNIFICATION AND HOLD HARMLESS

In accordance with Section 725.08 of the Florida Statutes, the Engineer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, relating to or

resulting from the negligent performance of this Agreement , by the Engineer or its employees, agents, servants, partners principals or subcontractors. The Engineer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The ENGINEER expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify, keep, and save harmless the COUNTY or its officers, employees, agents, and instrumentalities as herein provided.

The ENGINEER agrees and recognizes that the COUNTY shall not beheld liable or responsible for any claims which may result from any negligent reckless, or intentionally wrongful actions, errors or omissions of the ENGINEER in which the COUNTY participated either through review or concurrence of the ENGINEER's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the ENGINEER, the COUNTY in no way assumes or shares any responsibility or liability of the ENGINEER and other persons employed or utilized by the ENGINEER under this agreement.

The ENGINEER shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division. The ENGINEER shall maintain during the term of this Agreement the following insurance:

1. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000.00 combined single limit per occurrence for bodily injury and property damage.
2. Professional Liability Insurance in an amount not less that $1,000,000.00.
3. Public Liability Insurance, on a comprehensive basis, in an amount not less than $300,000.00 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
4. Worker's Compensation Insurance for all employees of the ENGINEER as required by Florida Statute 440.

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, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division.

The ENGINEER shall furnish certificates of insurance to the Risk Management Division, 111 N.W. First Street, Suite 2340, Miami, FL 33128-1987, prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

SECTION XXIII - CERTIFICATION OF WAGE RATES

In accordance with Florida Statute 287.055,5(a) the ENGINEER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Sections V and VI are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs

where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XXIV - ORDINANCES

The ENGINEER agrees to abide and be governed by Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No.72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R 385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on

County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Ordinance No. 97-215 (Establishing the Office of the Inspector General), Resolution No. R-1006-97 (Approving A.O. No.3-24 for Responsible Wages and Benefits in accordance with Ordinance No. 90-143), Resolution No. R-1206-97, Ordinance No. 98-106 (Cone of Silence), Resolution No. R-516-96 and Administrative Order 3-20 (Independent Private Sector Inspector General (IPSIG) Services), which are incorporated herein by reference, as if fully set forth herein, in connection with the ENGINEER's obligations hereunder.

The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, Florida 33101:

1. A source of income statement.
2. A current certified financial statement.
3. A copy of the ENGINEER's current Federal Income Tax Return.

SECTION XXV - VALUE ANALYSIS

County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering

(VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is not mandated for those projects whose construction cost estimate is below the Five Million Dollar ($5,000,000.00) threshold. The AO further states that principles and objectives of a VA/E study may be utilized for such projects in an informal manner. Therefore, with respect to this requirement, VA/E review may be conducted on an informal basis by County staff or an independent consultant under contract to the County and supervised by the Project Manager. The ENGINEER shall participate in these reviews pursuant to this Agreement.

SECTION XXVI - AFFIRMATIVE ACTION

The ENGINEER's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Department of Business and Economic Development and any approved update thereof, are hereby incorporated as contractual obligations of the ENGINEER to Miami-Dade County thereunder. The ENGINEER shall undertake and perform the affirmative actions specified herein. The Director may declare the ENGINEER in default of this agreement for failure of the ENGINEER to comply with the requirements of this paragraph.

SECTION XXVII - UTILIZATION REPORT (UR)

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, A.O. 3-22 Community Small Business Enterprise (CSBE) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and

3-28 Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the Prime consultant is required to file Utilization Reports (UR) with the Miami-Dade County contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Prime consultant, including payments to subconsultant(s) (if applicable), from the County pursuant to the project. Authorized representatives of each listed subconsultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Department of Small Business Development, 111 N.W. 1st Avenue, 19th Floor, Miami, Florida, 33128, in the format attached hereto titled "Architecture & Engineering Utilization Report".

SECTION XXVIII- PROMPT PAYMENT

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice.

The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

SECTION XXIX- PERFORMANCE EVALUATION

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

SECTION XXX - ETHICS

"Pursuant to Sec. 2-11.1(y) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over contractors and vendors. The ENGINEER must provide the Ethics Commission with a written report regarding its compliance with any restrictions contained in the advisory opinion issued by the Ethics Commission to the ENGINEER, subconsultants or teams members within ninety days of the issuance of each work order. The reports must be submitted to Robert Myers, Executive Director,

Commission on Ethics and Public Trust, 19 West Flagler Street, Suite 820, Miami, FL 33130."

SECTION XXX ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners. This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this _____ day of _____ 20 ____.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

By: _____

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
County Mayor

ATTEST:

By: _____
James M. Sumislaski, P.E.
Senior Vice President

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
J. Steven Mifflin, P.E.
Senior Vice President

(CORPORATE SEAL)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

APPROVED AS TO
INSURANCE REQUIREMENTS
RISK MANAGEMENT DIVISION
DATE 08/20/08

EXHIBIT "A"

Requirements for Phase Development and Submittals

Master Plan Phase

- Typical Section(s)
- Site Plans
- Prepare and Conduct Public Meeting

30% Phase

- Cover sheet
- Typical Section(s)
- Paving and Grading Plans
- Structural Details
- Coordination with applicable jurisdictional permitting agencies
- Opinion of Probable Construction Cost

60% Phase

- Substantial completion of items submitted at 30%.
- General Notes (edited)
- Paving and Grading Plans
- Drainage Report (final)
- Drainage Details
- Structural Details
- Utility Coordination Plans
- Summary of Pay Items
- Signing plans and notes(without complete tabulation of quantities)
- Lighting plans (Pole and conduit layout, pole data, schematic wiring diagram, FPL service points, details, notes and report) (without complete tabulation of quantities)
- Submittal to applicable jurisdictional agencies for review and approval/permits
- Opinion of Probable Construction Cost
- Landscaping/Hardscaping Plans
- Tree Removal/Relocation plan (without details) (as required)
- Architectural/Miscellaneous Details

90% Phase

- Substantial completion of items submitted at 60%.
- Miscellaneous details and tabulation of quantities (paving, drainage, lighting, marking and signage, landscaping, streetscaping etc.)
- Opinion of Probable Construction Cost

100% Phase

- Complete design to reflect the review comments from the 90% phase
- Opinion of Probable Construction Cost

Project Final Submittal Requirements

- Final design to reflect the review comments from the 100% submittal
- One set of full size (22"x 34") mylar originals (4 mils thick) w/ signed coversheet
- One set of half size (11"x17") mylar originals (4 mil thick) w/ signed coversheet
- Electronic drawing files (AutoCAD and PDF)
- Computation Books
- Drainage Report (signed and sealed)
- Lighting Report (signed and sealed)
- Final Opinion of Probable Construction Cost
- Two full size sets (22"x34") of plans (signed and sealed)
- Two half size sets (11"x17") of plans (signed and sealed)

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT
SINGLE EXECUTION AFFIDAVITS AND CERTIFICATIONS

Project Title Miami River Greenway

Project Number E07-PW-04

COUNTY OF Palm Beach

STATE OF Florida

Before me the undersigned authority appeared, J. Steven Mifflin, P.E. (Print Name) who is personally known to me or who has provided _____ as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

Kimley-Horn and Associates, Inc.
(Name of Firm/Respondent)

4431 Embarcadero Drive; West Palm Beach, Florida 33407
(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its

Senior Vice President
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address* of the person or entity contracting or transacting business with Miami-Dade County is:

   Kimley-Horn and Associates, Inc.

   4431 Embarcadero Drive

   West Palm Beach, Florida 33407

2. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* and title for each officer.

   Please see attached.

3. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director.

   Please see attached.

4. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

   Associates Group Services, Inc. 100%

5. If the contract or business transaction is with a Trust, provide the full legal name and address* for each trustee and each beneficiary. All such names and addresses are:

   Not applicable

Kimley-Horn and Associates, Inc.
Principal Officers and Directors

(Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., a Florida Corporation.)

Name:	**Business Address:**	**Phone Number:**
Principal Officers:		
Mark S. Wilson President	3001 Weston Parkway Cary, NC 27513	919-677-2000
Nicholas L. Ellis Senior Vice President, Treasurer	3001 Weston Parkway Cary, NC 27513	919-677-2000
Richard N. Cook Senior Vice President, Secretary	3001 Weston Parkway Cary, NC 27513	919-677-2000
Directors:		
John C. Atz Senior Vice President	4431 Embarcadero Drive West Palm Beach, FL 33407	561-845-0665
T. Jack Bagby, III Senior Vice President	501 Independence Parkway, Suite 300 Chesapeake, VA 23320	757-548-7300
Donald L. Bartlett Chairman	12700 Park Central Drive, Suite 1800 Dallas, TX 75251	972-770-1300
Roscoe L. Biby Senior Vice President	601 21st Street, Suite 400 Vero Beach, FL 32960	772-562-7981
Michael N. Byrd Executive Vice President	3001 Weston Parkway Cary, NC 27513	919-677-2000
Jerry W. Ingram Senior Vice President	4431 Embarcadero Drive West Palm Beach, FL 33407	561-845-0665
Brooks H. Peed Executive Vice President	601 21st Street, Suite 400 Vero Beach, FL 32960	772-562-7981
James M. Roberts Senior Vice President	517 Fourth Avenue, Suite 301 San Diego, CA 92101	619-234-9411
Michael G. Schiller Senior Vice President	7878 N. 16th Street, Suite 300 Phoenix, AZ 85020	602-944-5500
Christopher A. Squires Senior Vice President	3001 Weston Parkway Cary, NC 27513	919-677-2000
Mark S. Wilson President	3001 Weston Parkway Cary, NC 27513	919-677-2000

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (Cont'd)

6. The full legal name and business addresses* of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

None.

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

(a) President: _____
Vice-Pres: _____
Secretary: _____
Treasurer: _____

(b) President: _____
Vice-Pres: _____
Secretary:
Treasurer: _____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

(c) _____ (Name)
(c) _____ (Title)

(d) _____ (Name)
(d) _____ (Title)

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No): No

10. State whether the entity provides company paid health care benefits to be paid to employees (Yes/No: Yes.

11. Attach a list reflecting the current breakdown of the entity's work force as to race, national origin or gender.

(ADD EXTRA SHEETS IF NEEDED

* **Post Office Box addresses not acceptable.**

** **If a Joint Venture, list this information for each member of the Joint Venture**

EEO-1 Headcount Summary Report

Kimley-Horn and Associates, Inc.

Effective Date 8/7/2008
Report Date 8/7/2008

EEO Category	Total	Male								Female							
		Black	White	Hispanic	Asian	Pacific Islander	Indian	Two or More Races	Unknown	Black	White	Hispanic	Asian	Pacific Islander	Indian	Two or More Races	Unknown
Professionals	23	0	8	6	4	0	0	0	0	1	2	2	0	0	0	0	0
Technicians	7	0	1	6	0	0	0	0	0	0	0	0	0	0	0	0	0
Admin. Support Workers	3	0	0	0	0	0	0	0	0	0	2	1	0	0	0	0	0
Totals	33	0	9	12	4	0	0	0	0	1	4	3	0	0	0	0	0
% of Totals		0.00	27.27	36.36	12.12	0.00	0.00	0.00	0.00	3.03	12.12	9.09	0.00	0.00	0.00	0.00	0.00

Male	Female
25	8
75.76%	24.24%

FOR INTERNAL USE ONLY

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EEO-1 Headcount Summary Report

Kimley-Horn and Associates, Inc.

Effective Date 8/7/2008
Report Date 8/7/2008

EEO Category	Total	Male								Female							
		Black	White	Hispanic	Asian	Pacific Islander	Indian	Two or More Races	Unknown	Black	White	Hispanic	Asian	Pacific Islander	Indian	Two or More Races	Unknown
First/Mid-Lvl Off.,Mgrs	31	0	31	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	422	11	247	25	27	0	0	5	1	2	92	5	4	0	1	2	0
Technicians	121	2	75	14	2	0	1	3	1	1	20	1	0	0	0	1	0
Admin. Support Workers	64	0	5	0	0	0	0	0	0	5	51	2	0	0	0	1	0
Totals	638	13	358	39	29	0	1	8	2	8	163	8	4	0	1	4	0
% of Totals		2.04	56.11	6.11	4.55	0.00	0.16	1.25	0.31	1.25	25.55	1.25	0.63	0.00	0.16	0.63	0.00

Male	Female
450	188
70.53%	29.47%

8L

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EEO-1 Headcount Summary Report

Kimley-Horn and Associates, Inc.

Effective Date 8/7/2008
Report Date 8/7/2008

EEO Category	Total	Male								Female							
		Black	White	Hispanic	Asian	Pacific Islander	Indian	Two or More Races	Unknown	Black	White	Hispanic	Asian	Pacific Islander	Indian	Two or More Races	Unknown
Exec/Sr. Off. and Mgrs	4	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First/Mid-Lvl Off.,Mgrs	115	0	102	0	1	0	0	1	0	1	9	0	0	1	0	0	0
Professionals	1,598	23	979	48	84	2	2	18	1	13	378	17	19	0	1	12	1
Technicians	336	7	211	27	7	1	1	11	1	2	61	3	2	0	0	2	0
Admin. Support Workers	194	1	11	1	0	0	0	0	0	19	139	14	2	1	1	4	1
Totals	2,247	31	1,307	76	92	3	3	30	2	35	587	34	23	2	2	18	2
% of Totals		1.38	58.17	3.38	4.09	0.13	0.13	1.34	0.09	1.56	26.12	1.51	1.02	0.09	0.09	0.80	0.09

Male	Female
1,544	703
68.71%	31.29%

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DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II

LIST ALL CONSTRUCTION CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
___	$_____	$_____	_____%

Summary of Construction Work performed ___None.

Litigation Arising out of Contract _____

(2)			
___	$_____	$_____	_____%

Summary of Construction Work performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

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DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

AGREEMENT DATE	**DOLLAR AMOUNT OF ORIG.AGREEMENT**	**FINAL AMT. OF AGREEMENT**	**PERCENTAGE DIFFERENTIAL**
(1)			
____	$_____	$_____	_____%

Name of Dept. & Summary of Professional Services performed: Please see attached report.

Litigation Arising out of Agreement: _____

(2)

____ $_____ $_____ _____%

Name of Dept. & Summary of Professional Services performed: _____

Litigation Arising out of Agreement: _____

(ADD EXTRA SHEET(S) IF NEEDED.)

MIAMI-DADE COUNTY

Miami-Dade County
WORK HISTORY DISCLOSURE REVISION FORM
(DOLLARS RECEIVED ON MIAMI-DADE COUNTY PROJECTS AS PRIME AND SUB)

In order for the County to finalize that a firm's work history data is complete and accurate, it may be necessary for your firm to complete this Revision Form. If your firm's project data was not complete on your previously submitted A & E Work History Disclosure Form to the Department of Business Development, please report all changes and/or additions on this Revision Form. All work history data through for the past 3 years including the current year should be disclosed. It is only necessary to list project information that deviates from the data listed on your original submitted Work History Disclosure Form and/or additional projects that were not previously reported. All change orders to contracts must also be included in the awarded amount. Attach additional sheets if necessary.

PLEASE TYPE OR PRINT CLEARLY

NAME OF FIRM: Kimley-Horn and Associates, Inc. **FEDERAL EMPLOYER ID. NO.:** 56-0885615 **DATE:** August 13, 2008

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Years	Date of PSA	Acting As				Project Number	Title of Project	Award Amount	Paid Amount
2005	N/A	Prime	X	Sub	☐	E00-PARK-01-R1	MDC P&R Sewer Connect for Parks		3,031.26
	N/A	Prime	X	Sub	☐	E98-PW-03	Misc. Public Works Projects		23,929.23
	N/A	Prime	X	Sub	☐	E99-MPO-01	Technical Studies Program Support		14,140.00
	N/A	Prime	X	Sub	☐	TA00-TPS-8	MD County MTDA		131,009.61
	N/A	Prime	X	Sub	☐	E01-WASD-05	Professional Service Water & Sewer		1,653.10
	05/11/04	Prime	X	Sub	☐	E02-MDAD-04	MIA Airfield Security		291,068.00
	N/A	Prime	X	Sub	☐	E02-MPO-01	General Planning Consultant Services		72,222.45
	07/18/05	Prime	X	Sub	☐	R-876-05	Miami-Dade County ATMS	9,000,000.00	48,750.00
	6/17/05	Prime	X	Sub	☐	E04-SEA-01	Port of Miami	2,522,727.00	
	2/17/05	Prime	X	Sub	☐	E04-WASD-01	Miami Dade Water & Sewer	1,387,500.00	
							SUB-TOTAL FROM ATTACHED SHEETS	**12,910,227.00**	**585,803.65**

Years	Date of PSA	Acting As				Project Number	Title of Project	Award Amount	Paid Amount
2006	N/A	Prime	X	Sub	❑	R-876-05	Miami-Dade County ATMS	0	1,967,241.29
	N/A	Prime	X	Sub	❑	E01-WASD-05	Professional Service Water & Sewer		50,309.91
	11/13/06	Prime	X	Sub	❑	E05-WASD-13	Miami-Dade Water & Sewer	1,650,000	
	N/A	Prime	X	Sub	❑	E02-MDAD-04	MIA Airfield Security	0	484,984.30
	N/A	Prime	X	Sub	❑	E02-MPO-01	General Planning MPO	0	155,717.55
	N/A	Prime	X	Sub	❑	E98-PW-03	Misc. Public Works Projects	0	66,000.00
	06/22/06	Prime	X	Sub	❑	E05-MPO-01	General Planning Consultant Services	2,000,000.00	
	06/09/06	Prime	X	Sub	❑	20040348	SW 216 St. FL Turnpike SW 127	405,362.62	21,919.83
	6/17/05	Prime	X	Sub	❑	E04-SEA-01	Port of Miami		68,809.24
	12/06/06	Prime	X	Sub	❑	662519	Venetian Causeway Streetscape Improvements	125,631.27	
							SUB-TOTAL FROM ATTACHED SHEETS	**4,180,993.89**	**2,814,982.12**
2007		Prime	X	Sub	❑	R-876-05	Miami-Dade County ATMS		2,301,084.87
		Prime	X	Sub	❑	E02-MDAD-04	MIA Airfield Security		323,570.57
		Prime	X	Sub	❑	E02-MPO-01	General Planning MPO		139,806.75
		Prime	X	Sub	❑	E05-MPO-01	General Planning Consultant Services		328,065.00
		Prime	X	Sub	❑	20040348	SW 216 St. FL Turnpike SW 127		227,682.45
		Prime	X	Sub	❑	E00-PARK-01, R1	MDC P&R Sewer Connect for Parks		78,402.44
		Prime	X	Sub	❑	E04-SEA-01	Port of Miami		132,723.09
		Prime	X	Sub	❑	20070725	NE 2 Ave. Post Design(EDP2011B)	22,070.50	
		Prime	X	Sub	❑	662519	Venetian Causeway W.O 2	521,781.35	251,287.86
		Prime	X	Sub	❑	E05-WASD-13	Miami Dade Sewer & Water		90,797.81
							SUB-TOTAL FROM ATTACHED SHEETS	**543,851.85**	**3,873,420.84**

Years	Date of PSA	Acting As				Project Number	Title of Project	Award Amount	Paid Amount
2008		Prime	X	Sub	❑	R-876-05	Miami-Dade County ATMS		1,029,359.43
		Prime	X	Sub	❑	E02-MDAD-04	MIA Airfield Security		346,456.99
		Prime	X	Sub	❑	E02-MPO-01	General Planning MPO		8,882.50
		Prime	X	Sub	❑	E05-MPO-01	General Planning Consultant Services		111,780.00
		Prime	X	Sub	❑	E04-WASD-01	Design on 72" WM-30%		47,443.13
		Prime	X	Sub	❑	E00-PARK-01, R1	MDC P&R Sewer Connect for Parks		3,006.16
		Prime	X	Sub	❑	E04-SEA-01	Port of Miami		285,087.98
		Prime	X	Sub	❑	E05 WASD-13	Miami Dade Sewer & Water		6,022.20
		Prime	X	Sub	❑	20040348	SW 216 ST FL Turnpike SW 127		97,784.07
		Prime	X	Sub	❑	20070725	NE 2 Ave Post Design (EDP2011B)		5,578.52
		Prime	X	Sub	❑	662519	Venetian Causeway WO#2		309,332.41
							SUB-TOTAL FROM ATTACHED SHEETS		**2,250,733.39**

The undersigned swears that the foregoing information is true, correct and complete. Any material misrepresentation will be grounds to initiate action under the provisions of the Miami-Dade County Code.

Signature of Affiant: Martha Doyle

Printed Name of Affiant: Martha Doyle

Title: Accounting Manager

Sworn to subscribed before me this ~~12th~~ 13 **Day of** August **, 2008**

Notary Public: Dixie L. McGaffick

My Commission expires on: SEP. 24, 2010 **Notary Seal:**

NOTARY PUBLIC STATE OF FLORIDA
Dixie L. McGaffick
Commission # DD598149
Expires: SEP. 24, 2010
www.AARONNOTARY.com

Miami Dade County

WORK HISTORY DISCLOSURE SUPPLEMENT FORM

(Dollars Paid to Subconsultants by Prime Consultant on Miami-Dade County Projects)

In accordance with Miami-Dade County A.O. 3-33, all firms need to complete a Work History Disclosure Form indicating all Miami-Dade County projects, working as prime and/or sub for the past three calendar years, in addition to the current year. For each project listed on the Work History Disclosure Form that your firm was the prime consultant, complete all of the requested information for each subconsultant working under each respective project. Attach additional sheets if necessary.

PLEASE TYPE OR PRINT CLEARLY

NAME OF FIRM: Kimley-Horn and Associates, Inc. **FEDERAL EMPLOYEE ID NUMBER:** 56-0885615 Date: August 13, 2008

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
E01-WASD-05	Prof. Services Water and Sewer	Civil Works, Inc.		$ 20,797.55		
		EAC Consulting, Inc.	$ 2,286.73	$ 27,534.50		
		Schwebke-Shiskin				
		Tierra, Inc.		$ 16,092.00		
		Total Amount Paid to Subconsultants	**$ 2,286.73**	**$ 64,424.05**	**$ -**	**$ -**
		Total Amount Paid to Prime Consultant	**$ 1,653.10**	**$ 50,309.91**		
		Net Amount Paid to Prime Consultant	**$ (633.63)**	**$ (14,114.14)**	**$ -**	**$ -**

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
TA00-TPS-8	MD County MTDA	Parsons Transportation	$ 72,261.30			
		LKG-CMC, Inc.	$ 74,344.27	$ 6,168.65		
		Total Amount Paid to Subconsultants	**$ 146,605.57**	**$ 6,168.65**	**$ -**	**$ -**
		Total Amount Paid to Prime Consultant	**$ 131,009.61**			
		Net Amount Paid to Prime Consultant	**$ (15,595.96)**	**$ (6,168.65)**	**$ -**	**$ -**

WORK HISTORY DISCLOSURE SUPPLEMENT FORM

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
E05-MPO-01	General Planning Consultant Services	Richard Garcia & Associates			$ 5,250.00	
		EBS Engineering, Inc.			$ 31,100.00	
		Total Amount Paid to Subconsultants	$ -	$ -	$ 36,350.00	$ -
		Total Amount Paid to Prime Consultant			$ 328,065.00	$ 111,780.00
		Net Amount Paid to Prime Consultant	$ -	$ -	$ 291,715.00	$ 111,780.00

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
E99-MPO-01	I-395	Siskind, Carlson & Partner				
		Crossroads Engineering DA				
		Total Amount Paid to Subconsultants	$ -	$ -	$ -	$ -
		Total Amount Paid to Prime Consultant	$ 14,140.00			
		Net Amount Paid to Prime Consultant	$ 14,140.00	$ -	$ -	$ -

WORK HISTORY DISCLOSURE SUPPLEMENT FORM

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
E02-MPO-01	General Planning MPO	CMA Enterprise Inc.	$ 8,500.00		$ -	$ -
		Sheryl Walters-Malcolm	$ 33,239.00		$ -	$ -
		John J. McMullen		$ 1,792.00		
		Traffic Survey Specialist		$ 7,900.00		
		Total Amount Paid to Subconsultants	**$ 41,739.00**	**$ 9,692.00**	**$ -**	**$ -**
		Total Amount Paid to Prime Consultant	**$ 72,222.45**	**$ 155,717.55**	**$ 139,806.75**	**$ 8,882.50**
		Net Amount Paid to Prime Consultant	**$ 30,483.45**	**$ 146,025.55**	**$ 139,806.75**	**$ 8,882.50**

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
E02-MDAD-04	Miami Airfield Security	Gartek Engineering Corp.		$ 3,126.00	$ 25,028.00	
		Hillers Electrical Eng.				$ 41,200.00
		Geosol, Inc.			$ 13,446.00	
		Counter Technology, Inc	$ 5,047.17			
		Leo A. Daly		$ 140,223.50	$ 196,298.89	$ 30,890.76
		Total Amount Paid to Subconsultants	**$ 5,047.17**	**$ 143,349.50**	**$ 234,772.89**	**$ 72,090.76**
		Total Amount Paid to Prime Consultant	**$ 291,068.00**	**$ 484,984.30**	**$ 323,570.57**	**$ 346,456.99**
		Net Amount Paid to Prime Consultant	**$ 286,020.83**	**$ 341,634.80**	**$ 88,797.68**	**$ 274,366.23**

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WORK HISTORY DISCLOSURE SUPPLEMENT FORM

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
R-876-05	Miami-Dade County ATMS	Crossroad Engineering Data			$ 55,816.58	
		Cables & Chips			$ 352.09	
		Richard Garcia		$ 5,705.70		
		Dell Marketing L.P.			$ 60,996.46	$ 22,377.91
		Insight Direct, Inc.			$ 5,120.94	
		McMahon Associates, Inc.			$ 83,264.81	
		Control Tech			$ 72,840.28	$ 94,358.36
		Reynold Smith & Hills		$ 67,404.18	$ 36,294.57	
		Edward & Kelcey		$ 30,979.23	$ 175,548.96	
		Systems Integration			$ 41,175.00	
		Temple, Inc.			$ 2,908.36	
		Software Inovations			$ 421.55	
		Transport Analysis			$ 6,393.66	
		MOD Comp, Inc.			$ 19,260.00	
		GDi Communication		$ 9,621.62	$ 25,948.33	$ 15,035.38
		Thomas & Betts				$ 3,241.32
		CDW Direct LLC			$ 1,733.31	$ 12,212.60
		Traffic Specialist		$ 120,000.00	$ 29,280.00	
		Total Amount Paid to Subconsultants	**$ -**	**$ 233,710.73**	**$ 617,354.90**	**$ 147,225.57**
		Total Amount Paid to Prime Consultant	**$ 48,750.00**	**$ 1,967,241.29**	**$ 2,301,084.87**	**$ 1,029,359.43**
		Net Amount Paid to Prime Consultant	**$ 48,750.00**	**$ 1,733,530.56**	**$ 1,683,729.97**	**$ 882,133.86**

WORK HISTORY DISCLOSURE SUPPLEMENT FORM

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
E04-WASD-01	WASD	Civil Works				$ 8,424.00
		Groundwater Environmental				$ 7,500.00
		Media Relations Group				$ 3,247.50
		Total Amount Paid to Subconsultants	$ -	$ -	$ -	$ 19,171.50
		Total Amount Paid to Prime Consultant				$ 47,443.13
		Net Amount Paid to Prime Consultant	$ -	$ -	$ -	$ 28,271.63

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
E00PARK01R1		Tierra Inc.				$ 57,519.37
		Total Amount Paid to Subconsultants	$ -	$ -	$ -	$ 57,519.37
		Total Amount Paid to Prime Consultant	$ 3,031.26		$ 78,402.44	$ 3,006.16
		Net Amount Paid to Prime Consultant	$ 3,031.26	$ -	$ 78,402.44	$ (54,513.21)

WORK HISTORY DISCLOSURE SUPPLEMENT FORM

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
E98-PW-03		Norman F. Bray P.E., Inc.	$ 4,320.00	$ 4,877.50		
		VDS		$ 2,078.44		
		Traffic Survey Specialist		$ 2,440.00		
		Total Amount Paid to Subconsultants	**$ 4,320.00**	**$ 9,395.94**	**$ -**	**$ -**
		Total Amount Paid to Prime Consultant	**$ 23,929.23**	**$ 66,000.00**		
		Net Amount Paid to Prime Consultant	**$ 19,609.23**	**$ 56,604.06**	**$ -**	**$ -**

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
E04-SEA-01	Port of Miami	Wm Berry & Assoc		$ 20,700.00	$ 2,300.00	
		Seasecure, LLC			$ 1,620.00	
		Total Amount Paid to Subconsultants	**$ -**	**$ 20,700.00**	**$ 3,920.00**	**$ -**
		Total Amount Paid to Prime Consultant		**$ 68,809.24**	**$ 132,723.09**	**$ 285,087.98**
		Net Amount Paid to Prime Consultant	**$ -**	**$ 48,109.24**	**$ 128,803.09**	**$ 285,087.98**

WORK HISTORY DISCLOSURE SUPPLEMENT FORM

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
20040348	SW216 St Fl. Turnpike	Milian Swain Assoc			$ 62,249.09	$ 17,193.54
		Total Amount Paid to Subconsultants	$ -	$ -	$ 62,249.09	$ 17,193.54
		Total Amount Paid to Prime Consultant		$ 21,919.83	$ 227,682.45	$ 97,784.07
		Net Amount Paid to Prime Consultant	$ -	$ 21,919.83	$ 165,433.36	$ 80,590.53

Award/Solicitation Project Number	Title of Project	Name of Subconsultants	Amount Paid to Subconsultants 01/01/2005-12/31/2005	01/01/2006-12/31/2006	01/01/2007-12/31/2007	01/01/2008-12/31/2008
662519	Venetian Causeway	Robayna & Assoc				$ 92,542.31
		Communikatz			$ 12,619.01	
		Janus Research, Inc.			$ 6,871.80	$ 1,000.00
		Traffic Specialist			$ 3,900.00	
		Total Amount Paid to Subconsultants	$ -	$ -	$ 23,390.81	$ 93,542.31
		Total Amount Paid to Prime Consultant			$ 251,287.86	$ 309,332.41
		Net Amount Paid to Prime Consultant	$ -	$ -	$ 227,897.05	$ 215,790.10

The undersigned swears that the foregoing information is true, correct and complete. Any material misrepresentation will be grounds to initiate action under the provisions of the Miami-Dade County Code.

Signature of Affiant: Martha Doyle

Printed Name of Affiant: Martha Doyle

Title: Accounting Manager

Sworn to subscribed before me this 13th day of August , 2008

Notary Public: Dixie L McGaffick

My Commission Expires on: SEP 24, 2010 **Notary Seal:**

NOTARY PUBLIC STATE OF FLORIDA
Dixie L. McGaffick
Commission #DD598149
Expires: SEP. 24, 2010
www.AaronNotary.com

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART III

A. How long has firm been in business? 40 years

B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

Kimley-Horn and Associates, Inc. conducts business under the following business names: Urban Resource Group, JKH Mobility Services, Inc. and Hutcheon Engineers, Inc. and was identified as such in the contracts. The information provided in Parts I, II, and III includes all divisions of Kimley-Horn and Associates, Inc.

C. List firm's private sector business for the last five (5) years:

NAME OF CLIENT	DESCRIPTIVE TITLE OF PROJECT
Our non-disclosure agreements preclude our disclosing our private sector Clients. Kimley-Horn and Associates, Inc. has no conflict of interest with this contract and our private sector clients.	
(1)	
(2)	
(3)	
(4)	
(5)	

(ADD EXTRA SHEET(S) IF NEEDED.)

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

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   1. A predecessor or successor of a person convicted of a public entity crime: or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND [Please indicate which additional statement applies.]**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

MIAMI-DADE COUNTY DEPARTMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami- Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

_X_ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.
_____ has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

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

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631
Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

(a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
(b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
(c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

(a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
(b) Because of the placement of a son or daughter with the employee for adoption or foster care.
(c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
(d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES CERTIFICATION

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.
Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS CERTIFICATION

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miaml-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's code varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.

Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.
- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.
- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consultants, Vendors, and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account,and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.
- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsely disparage our competitors.
- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.
- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or

services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.

- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.

- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and the political process to the extent permitted by law.

- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.

- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.

- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff then is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

DEPARTMENT OF BUSINESS DEVELOPMENT
AFFIRMATIVE ACTION PLAN SECTION

ORDINANCE NO. 98-30
AAP/PP AFFIDAVIT

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of $5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices: and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women – owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing not withstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

__X__ My firm provides engineering, architectural, landscape architectural, land surveying and mapping services. My firm has forwarded our affirmative action to the Department of Business Development for review.

_____ My firm has annual gross revenues in excess of $5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.

_____ My firm has annual gross revenues less than $5,000,000. Therefore, Ordinance No. 98-30 is not applicable.

_____ My firm has a Board of Directors which is representative of the population make-up of the nation. (Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

Project No.:_____ Date: _____
Project Title: _____

STATE OF FLORIDA)
ss
COUNTY OF MIAMI-DADE)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared:_____after being first dully sworn, upon oath deposes and says that he is an authorized representative of:

_____
(Legal name, Corporation, Partnership, Firm, Individual)
hereinafter called Firm/Respondent) located at _____ (address, city, state)
and, that said Firm/Respondent has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said respondent has a current Board of Directors Disclosure form as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under File No. _____ and the expiration date of _____

Witness: _____ By
(Signature) (Signature)
Witness: _____ _____
(Signature) (Legal Name and Title)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

by: _____ Having the title of _____
( ) a _____corporation ( ) partnership ( ) joint venture
He/She is ( ) personally known to me, or
( ) has produced _____ As identification.

Notary Seal: Notary Signature: _____
Type or print name:_____

Please note:
Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

This affidavit must be properly executed by the respondent and included in the proposal/bid.

FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All selected proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the proposer's stated objectives.

All proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS CERTIFICATION:

In accordance with Ordinance 97-104, amended by Ordinance 00-30, all successful bidders and proposers on County contracts for purchases of supplies, materials or services, including professional services, which involve the expenditures of $100,000 or more and all bidders or proposers on County or Public Health Trust construction contracts which involve the expenditure of $100,000 or more shall provide, as a condition of award, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or proposer and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the work to be performed or materials to be supplied fr0om those identified in the listing provided except upon written approval by the County.

FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract Any violation of this ordinance may result in the sanctions provided for in the ordinance, including debarment.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By: _____
Signature of Affiant

J. Steven Mifflin, Senior Vice President
Printed Name of Affiant and Title

5 / 6 - 0 / 8 / 8 / 5 / 6 / 1 / 5
Federal Employment Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 13th day of August, 2008

He/She is personally known to me or has presented _____ as identification.
Type of identification

_____
Signature of Notary

DD598149
Serial Number

Dixie L. McGaffick
Print or Stamp Name of Notary

September 24, 2010
Expiration Date

Notary Public - State of Florida

Notary Seal

Dixie L. McGaffick
Commission #DD598149
Expires: SEP. 24, 2010
www.AaronNotary.com

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ARCHITECTURE & ENGINEERING UTILIZATION REPORT

DEPARTMENT OF BUSINESS DEVELOPMENT

☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3)

PARTS 1A & 1B This part is to be completed by the Prime Consultant and forwarded to the User Department

This report is required by Miami-Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statues (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

A						
REPORTING PERIOD		PROJECT NAME		PROJECT NO.		
FROM:		PROJECT LOCATION		NTP DATE		
TO:		USER DEPARTMENT				
		USER DEPT. PROJ. MANAGER		PHONE		FACSIMILE
AMOUNT REQUISITIONED THIS PERIOD	$ -	AMOUNT REQUISITIONED TO DATE		AMOUNT PAID TO DATE		
AMOUNT SUBS REQUISITIONED THIS PERIOD	$ -	AMOUNT SUBS REQUISITIONED TO DATE		AMOUNT PAID TO SUBS TO DATE		

PRIME CONTRACTOR		CONTRACT AWARD		CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
		DATE	AGREEMENT AMOUNT		
NAME OF FIRM					
ADDRESS		SCHEDULE COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED	
TELEPHONE	FACSIMILE	PROJECT MANAGER (PRIME CONTR.)			

B SUBCONSULTANTS

NAME OF SUBCONSULTANT	AGREEMENT AMOUNT	DESCRIPTION OF WORK	GOAL (IF APPLICABLE) %	$ AMOUNT SUB REQUISITIONED THIS PERIOD	AMOUNT PAID TO SUB TO DATE	ACTUAL STARTING DATE	SCHEDULED COMPLETION DATE

AUTHORIZED SIGNATURE OF PRIME CONTRACTOR | PRINT NAME | Project Manager (TITLE) | DATE

COUNTY USE This part is to be completed by the User Department and forwarded to DBD upon approval.

AUTHORIZED SIGNATURE OF PROJECT MANAGER | PRINT NAME | DATE

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/14/08

PRODUCER 1-770-552-4225
Ames & Gough

450 Northridge Parkway
Suite 102
Atlanta, GA 30350

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Kimley-Horn and Associates, Inc.

P.O. Box 33068

Raleigh, NC 27636-3068

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	3125280	12/09/07	12/09/08	Per Claim	1,000,000
						Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Miami River Greenways, 20070718 (E07-PW-04); Burt Baldo/Luis Cubas

CERTIFICATE HOLDER

Miami-Dade County
Public Works Department
Insurance Administrator
111 NW 1st Street, Room 1510

Miami, FL 33128-1970
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Certificate Delivery by CertificatesNow - www.ConfirmNet.com - 877.669.8600

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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