

Memorandum



Date: May 19, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(N)(5)

From: Carlos A. Gimenez
County Mayor

Subject: Resolution Approving Contract Award of a Professional Services Agreement for Professional Engineering Services for the Underline – Design Criteria Package – 7 Segments - Contract No. CIP196-DTPW18-DE, Project No. E18-DTPW-08; to Kimley-Horn and Associates, Inc.

Recommendation

This item is recommended for approval for the award of a Professional Services Agreement (PSA), Contract Number: CIP196-DTPW18-DE between Kimley-Horn and Associates, Inc. (KHA) and Miami-Dade County (County) has been prepared by the Department of Transportation and Public Works (DTPW). Approval by the Board of County Commissioners (Board) is recommended for a total contract amount not to exceed \$1,999,801.16, inclusive of a contingency allowance amount of \$99,933.06.

This contract award recommendation is placed for Board review pursuant to the Code Section 29-124(f). This contract award recommendation may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this contract award recommendation. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this award recommendation, a request for withdrawal of this item will be submitted.

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. No further delegation is necessary for this contract.

Scope

PROJECT NAME: Professional Engineering Services for the Underline – Design Criteria Package – 7 Segments

PROJECT NO: CIP196

CONTRACT NO: CIP196-DTPW18-DE

PROJECT DESCRIPTION: The Consultant shall provide a Design Criteria Package (DCP) that extends from SW 19th Avenue to Dadeland Boulevard encompassing the remaining seven (7) segments of "The Underline". The Underline is a 10-mile multimodal corridor intended to increase pedestrian and bicyclist safety and provide connectivity to public transportation while providing for amenities and being representative of the communities it serves. The DCP will consist of the conceptual layouts of the pedestrians and bicycle trails indicating their alignments, dimensions and general characteristics, the schematic design of 24 intersections and their preliminary coordination with the Florida Department of Transportation (FDOT) and the County's

Traffic Engineering and Signals and Signs Division, the narrative and parameters for a new pedestrian/bicycle bridge over the Coral Gables waterway, identification of best potential areas for amenities, all surveys and geotechnical work necessary to develop the alignment of the paths and intersection design, landscaping criteria, furnishings and site equipment, signage and lighting standards. Phase 1 of The Underline construction documents, The Underline Framework Plan and Phase 2 DCP are to be used to gather all standards and design parameters.

The Consultant shall provide pre-design services to include topographic, tree, drainage and storm sewer surveys, civil engineering, construction cost services, specialty lighting consulting, value engineering coordination, cost savings initiatives to assure the future design and construction of the seven segments stay within the allocated budgets. A re-certification of the National Environmental Protection Act (NEPA) Type 1 Categorical Exclusion (CE) for the project has taken place. The scope under this project will include the review and preparation of the NEPA Type 1 CE Checklist update in accordance with FDOT's Project Development and Environment (PD&E) Manual, which outlines the Florida Highway Administration (FHWA)/FDOT NEPA process, and submittal to FDOT for review and approval. The Type 1 update must be approved prior to the project advancing to the next phase (Request for Design-Build Services phase for Design-Build Firms). The Consultant must be qualified to perform FDOT Type 2.0 activities, meet the Secretary of Interior's Professional Qualifications and Standards for Archaeologists and Architectural Historians, meet the requirements of FDOT's Cultural Resource Management Handbook and the PD&E manual to fulfill the NEPA requirements for the Type 1 CE Checklist update and the Section 106 Interagency Programmatic Agreement.

The final document must provide a general section that identifies all the standards for The Underline and a section for each of the segments that provides for the related trail alignments, intersection designs, specific landscaping standards and descriptions and locations of proposed/future amenities, and associated costs of each of the segments. The Consultant must provide a listing of responsibilities of the County, FDOT, the future selected Design-Build team and others as necessary. The Consultant will need to coordinate with the County, FDOT District 6 (including the Planning and Environmental Management Office) and other stakeholders during preparation of this document. The final documents will allow DTPW to procure the Design-Builder for each segment individually based on available funding. In addition, the Consultant shall provide, on a time and material basis, assistance during procurement of the design-build contract, such as responding to questions and reviewing the lowest responsive and responsible bids, and the design-build phase for each of the remaining segments of The Underline, such as responding in writing to questions and requests for clarification and reviewing the designs developed by the Design-Builder with respect to the intent of the design criteria at 45% and 100% completion levels and only for substantial conformance with the DCP. During construction, the Consultant shall provide answers to questions and requests for clarification, review and provide recommendations with respect to material and shop drawing submittals and any ancillary supportive tasks necessary for the project.

Pursuant to Florida Statute 287.055, the Prime Consultant and its sub-consultants selected for ISD Project No. E18-DTPW-08 who are tasked with preparing design criteria specifications are not eligible to render services under the design-build contract executed pursuant to said design criteria specifications.

PROJECT LOCATION: SW 19th Avenue to Dadeland Boulevard

PROJECT SITES:	<u>SITE #</u>	<u>LOCATION 1</u>	<u>DIST</u>	<u>ESTIMATE</u>
	3002042	SW 19th Avenue to Dadeland Boulevard	5 & 7	\$1,999,801.16

PRIMARY COMMISSION DISTRICT: Districts 5 and 7, represented by Commissioners Eileen Higgins and Xavier L. Suarez, respectively

APPROVAL PATH: Board of County Commissioners

ISD A&E PROJECT NUMBER: E18-DTPW-08

USING DEPARTMENT: Department of Transportation and Public Works

MANAGING DEPARTMENT: Department of Transportation and Public Works

Fiscal Impact / Funding Source

FUNDING SOURCE:	<u>SOURCE</u>	<u>PROJECT NUM</u>	<u>SITE #</u>	<u>AMOUNT</u>
	FDOT Funds	2000000133	3002042	\$1,499,850.87
	Road Impact Fees	2000000133	3002042	<u>\$ 499,950.29</u>
			TOTAL FUNDING:	\$1,999,801.16

OPERATIONS COST IMPACT / FUNDING: Not Applicable, this is a PSA for professional engineering services.

MAINTENANCE COST IMPACT / FUNDING: Not Applicable, this is a PSA for professional engineering services.

LIFE EXPECTANCY OF ASSET: Not Applicable, this is a PSA for professional engineering services.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	<u>AWARD ESTIMATE</u>
---------------------------------	-----------------------------------------------	------------------------------

2000000133 – THE UNDERLINE
 FY 2019-20 Adopted Budget and Multi-Year Capital Plan, \$1,999,801.16
 Vol 2. Transportation and Public Works

CAPITAL BUDGET PROJECTS TOTAL: \$1,999,801.16

**PROJECT
 TECHNICAL
 CERTIFICATION
 REQUIREMENTS:**

TYPE CODE DESCRIPTION

- Prime 16.00 General Civil Engineering
- Other 3.01 Highway Systems – Site Development and Parking Lot Design
- Other 3.02B Highway Systems – Minor Highway Design
- Other 3.03 Highway Systems – Bridge Design
- Other 3.09 Highway Systems – Signing, Pavement Marking, and Channelization
- 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 9.03 Soils, Foundations and Materials Testing – Concrete and Asphalt Testing Services
- Other 10.01 Environmental Engineering – Stormwater Drainage Design Engineering Services
- Other 10.05 Environmental Engineering – Contamination Assessment and Monitoring
- Other 10.06 Environmental Engineering – Remedial Action Plan Design
- Other 10.07 Environmental Engineering – Remedial Action Plan Implementation/ Operation/Maintenance
- Other 10.09 Environmental Engineering – Wellfield, Groundwater, and Surface Water Protection and Management
- Other 13.00 General Electrical Engineering
- Other 15.01 Surveying and Mapping – Land Surveying
- Other 17.00 Engineering Construction Management
- Other 20.00 Landscape Architecture

FDOT PRE-QUALIFICATIONS

TYPE CODE DESCRIPTION

- Other 2.0 Project Development & Environment (PD&E) Studies

**SUSTAINABLE
 BUILDINGS
 ORDINANCE:
 (I.O NO. 8-8)**

Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program? Not Applicable

**SEA LEVEL RISE
 (Ord. No. 14-79):**

The impact of sea level rise will be considered in development of the design criteria package.

**NTPC'S
DOWNLOADED:** 172

**PROPOSALS
RECEIVED:** 4

**TOTAL CONTRACT
PERIOD:** 1825 Days
The contract period consists of five years and two, three-year options to extend for professional services requested during the term of the contract, which equals 11 years (4015 days) or until the money is depleted, whichever comes first.

**CONTINGENCY
PERIOD:** 182 Days
Based on the five-year term of the contract.

OPTION TO EXTEND:	AMOUNT:	DAYS:	EXTENSION COMMENT:
	\$0.00	2190	Two, three-year options to extend.

**IG FEE INCLUDED
IN BASE
CONTRACT:** No

**ART IN PUBLIC
PLACES:** No

BASE ESTIMATE: \$1,900,000.00

**BASE CONTRACT
AMOUNT:** \$1,899,868.10

CONTINGENCY ALLOWANCE (SECTION 2-8.1 OF THE CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	5.26%	\$99,933.06	

**TOTAL DEDICATED
ALLOWANCE:** \$0.00

TOTAL AMOUNT: \$1,999,801.16

**LOCAL
PREFERENCE:** Was local preference applied for this award? (Section 2-8.5 of the Code)
No; local preference was not applied because the project has federal provisions that prohibit the application of geographical preferences.

Track Record / Monitor

**SBD HISTORY OF
VIOLATIONS:** According to the Division of Small Business Development (SBD), no violations were found on record for Kimley-Horn & Associates, Inc.

EXPLANATION: A Notice to Professional Consultants was advertised on April 5, 2019. Four proposals were received by the submittal deadline of May 08, 2019. All respondents were found in compliance with the technical certification requirements established for this solicitation. The Competitive Selection Committee (CSC) appointed by the County Mayor conducted a First-Tier Meeting on August 5, 2019, to evaluate the proposals received. The firms were evaluated in accordance with

Section 2-10.4 of the Code, Implementing Order 3-34, and Administrative Order 3-39.

The total scores for the firms were as follows: Firm No. 1, Kimley-Horn and Associates, Inc. received 267 Adjusted Qualitative Points and an Adjusted Ordinal Score of five points; Firm No. 2, Bermello, Ajamil & Partners, Inc. received 259 Adjusted Qualitative Points and an Adjusted Ordinal Score of six points; Firm No. 3, 305 Consulting Engineers, LLC received 253 Adjusted Qualitative Points and an Adjusted Ordinal Score of eight points; and Firm No. 4, Chen Moore and Associates, Inc. received 246 Adjusted Qualitative Points and an Adjusted Ordinal Score of 11 points. There were no tie breakers for the final ranking.

Based on the CSC's professional judgement, the information provided in the proposals were deemed sufficient to determine the experience and qualifications of the firms. As a result, and by a majority vote, the CSC decided to forego Second-Tier proceedings and recommended that negotiations be conducted with the highest ranked firm, Kimley-Horn and Associates, Inc. Subsequently, on August 13, 2019, Kimley-Horn and Associates, Inc. was found in compliance with the Disadvantaged Business Enterprise (DBE) requirements established for the solicitation. The County Mayor's Designee, Director of the Internal Services Department (ISD), concurred with the CSC and on September 30, 2019, the first negotiation meeting was held.

After three negotiations, the Negotiation Committee arrived at a lump sum price of \$1,818,276.83 that was fair and reasonable to complete all tasks associated with delivery of a complete design criteria package and a not to exceed price of \$81,591.27 for reimbursable direct expenses and assistance during the design-build procurement and design-build construction phases. Based on the above, it is recommended that this Agreement be awarded in the not to exceed amount of \$1,999,801.16 (inclusive of the 5.26% contingency allowance amount of \$99,933.06), to Kimley-Horn and Associates, Inc.

DUE DILIGENCE:

Pursuant to Resolution R-187-12, and in accordance with ISD's Procurement Guidelines, DTPW staff exercised due diligence to determine Consultant responsibility for Kimley-Horn and Associates, Inc. The lists that were referenced included, but were not limited to: convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. There were no adverse findings relating to the Consultant's responsibility. There are 30 evaluations on record for Kimley-Horn and Associates, Inc. in the Capital Improvements Information System with an average rating of 3.5 out of a possible 4.0 points.

SUBMITTAL DATE: 05/08/2019

**ESTIMATED
NOTICE TO
PROCEED:** 03/23/2020

**PRIME
CONSULTANT:** Kimley-Horn and Associates, Inc.

**COMPANY
PRINCIPAL:** R. Russell Barnes, III, P.E.

COMPANY QUALIFIERS: George Puig, PLA, ASLA

COMPANY EMAIL ADDRESS: george.puig@kimley-horn.com

COMPANY STREET ADDRESS: 355 Alhambra Circle, Suite 1400

COMPANY CITY-STATE-ZIP: Coral Gables, FL 33134

YEARS IN BUSINESS: 51

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST THREE YEARS According to the Firm History Report dated December 5, 2019, as provided by SBD, within the last three years, Kimley-Horn and Associates, Inc. has held seven contracts, two through the Equitable Distribution Program, with a total value of \$11,519,830.45.

SUB-CONSULTANTS: Archeological and Historical Conservancy, Inc.
Avino & Associates, Inc.
C.M.S.-Construction Management Services, Inc.
Horton Lees Brogden Lighting Design Inc.
Wingerter Laboratories Inc
Wood Environment & Infrastructure Solutions, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No; the Prime Consultant is preferred to have completed two (2) projects of similar work over the last ten (10) years as described above. The expertise must be met by a qualified individual(s) of the prime firm. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above.

REVIEW COMMITTEE: MEETING DATE: N/A SIGNOFF DATE: 11/13/2018

APPLICABLE WAGES: No
(RESOLUTION No. R-54-10)

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	TYPE	COMMENT
	DBE	Because the Underline project is Local Agency Program (LAP) certified, the aspirational DBE Goal of 10.65% applies in accordance with 49 Code of Federal Regulations Part 26.21, Section II (a) of the LAP, and the FDOT DBE Program Plan, Subpart B.

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER NAME / PHONE / EMAIL: Leticia Smith (786) 469-5291 Leticia.Smith@miamidade.gov

**PROJECT
MANAGER NAME /
PHONE / EMAIL:**

Irene Hegedus (786) 469-5395 Irene.Hegedus@miamidade.gov

BACKGROUND:

The innovative Underline urban trail ("The Underline") is included in the County's Parks and Recreation Open Space System Master Plan and will serve as the spine of the County's regional framework for a system of parks, greenways, trails and public spaces. The Underline will be the County's first true mobility corridor uniting all modes of transportation enhancing accessibility to the existing eight Metrorail stations within its path and the neighboring communities. When completed, The Underline will serve 107,000 residents within a 10-minute walk, provide access to public transportation to one University, 24 schools, two hospitals, three urgent care facilities, four major malls and over 10,000 businesses. The Underline will transform 120 acres of County owned land below the existing Metrorail, from the Miami River (Downtown) to the Dadeland South Metrorail Station, into a world-class multimodal corridor. The 10-mile multi-modal corridor will provide separated pedestrian and bicycle paths, improvements to over 30 intersections, access to public transportation, lighting and wayfinding. In addition to the transportation components, recreational features will include butterfly gardens, playgrounds, exercise equipment, basketball and volleyball courts, soccer fields, picnic areas, dog parks and more.

Construction of The Underline will significantly enhance connectivity for area residents and businesses for safer accessibility to jobs, businesses, schools, residential and commercial districts. The Underline will be built in segments and each segment will demonstrate the County's commitment to improving and enhancing connectivity and an emerging focus on integrating all modes of transportation. Currently there are nine phases proposed. Phase 1 of The Underline from the Miami River to SW 13th Street (3/4 mile) has been awarded. Construction commenced on December 10, 2018 and is scheduled to be completed by June 10, 2020. Phase 2 of the Underline is currently in the procurement phase. In May of 2018, DTPW was notified that the Florida Legislature awarded a grant in the amount of \$1,500,000.00, to The Underline under House Bill 2597, for the development of the remaining seven Underline segments, which extends from SW 19th Avenue to Dadeland Boulevard. The funds were made available in July 2018 and must be used by September 2022. This PSA is necessary to provide DTPW with a qualified consultant to provide pre-design services for development of a DCP for the remaining seven segments of the Underline.

DEPARTMENT
FINANCE:

Renee Oll
DTPW FINANCE OFFICER

12/17/19
DATE

INDEX CODE(S):

MDC RIF-CPEMT02LINE, FDOT - MT1475DESIGN

APPROVED AS TO
LEGAL
SUFFICIENCY:

Bruce Zohar
COUNTY ATTORNEY

12/10/19
DATE

DEPARTMENT OF
TRANSPORTATION
AND PUBLIC WORKS
CONCURRENCE:

Alan P...
DIRECTOR, DTPW

12-17-19
DATE

BUDGET
APPROVAL
FUNDS AVAILABLE: *✓*

Jennozh
OMB DIRECTOR

2/11/2020
DATE

APPROVED PURSUANT
TO SECTION 2-8.1 OF
THE CODE:

Jennozh
DEPUTY MAYOR

2/11/2020
DATE

CLERK:

DATE



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 19, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(5)

Please note any items checked.

- "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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(5)
5-19-20

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE UNDERLINE – DESIGN CRITERIA PACKAGE – 7 SEGMENTS, CONTRACT NO. CIP196-DTPW18-DE, IN AN AMOUNT NOT TO EXCEED \$1,999,801.16, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$99,933.06; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of 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:

Section 1. Approves the Contract Award of a Professional Services Agreement between Miami-Dade County and Kimley-Horn and Associates, Inc. for Professional Engineering Services for the Underline – Design Criteria Package – 7 Segments; Contract Number CIP196-DTPW18-DE, in an amount not to exceed \$1,999,801.16, inclusive of the contingency allowance of \$99,933.06, in substantially the form attached hereto and made a part hereof.

Section 2. Authorizes the County Mayor or County Mayor’s designee to execute the agreement for and on behalf of Miami-Dade County and to exercise all rights contained therein, including any termination and renewal provisions.

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:

- | | |
|--------------------------------|----------------------|
| Audrey M. Edmonson, Chairwoman | |
| Rebeca Sosa, Vice Chairwoman | |
| Esteban L. Bovo, Jr. | Daniella Levine Cava |
| Jose "Pepe" Diaz | Sally A. Heyman |
| Eileen Higgins | Barbara J. Jordan |
| Joe A. Martinez | Jean Monestime |
| Dennis C. Moss | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of May, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the 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.



Bruce Libhaber

**Professional Services Agreement
Between**

**Miami-Dade County
And**

Kimley-Horn and Associates, Inc.

For

**Professional Services Agreement for Professional
Engineering Services for the Underline – Design
Criteria Package – 7 Segments**

Contract No.: CIP196-DTPW18-DE

ISD Project No.: E18-DTPW-08

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EXHIBITS

- A. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
- B. FEDERAL REQUIREMENTS AND PROVISIONS
- C. AFFIDAVITS REQUIRED AT TIME OF PROPOSALS
- D. TRAVEL REQUEST FORM
- E. NOT USED
- F. KIMLEY-HORN AND ASSOCIATES, INC.’S PROPOSAL DATED DECEMBER 4, 2019
- G. NOT USED
- H. NOT USED
- I. ADDENDA
- J. ISD FORMS
- K. OVERHEAD RATES
- L. NOT USED
- M. TABLE OF ORGANIZATION
- N. QUALITY ASSURANCE PLAN FORM

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DEFINITIONS

The following definition and terms are provided as clarification of the provisions for this Professional Services Agreement (PSA).

1. **Consultant** is the person or organization licensed to practice architecture and/or engineering in the State of Florida and is referred to throughout the PSA as singular in number and masculine in gender.
2. **Contracting Officer** is the Director of Department of Transportation and Public Works.
3. **Contracting Officer's Representative** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.
4. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the CONSULTANT performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder or partner of the firm, (2) a director or officer of the firm or (3) both.
5. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.
6. **Subconsultant** means any and all persons, firms or entities which will be engaged by the CONSULTANT to provide services under this PSA. The term is synonymous with "Subconsultant".
7. **Contract Documents** as design plans, specifications, cost estimates, and permit applications.
8. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers and communication equipment, for more than 30 consecutive days).

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 2020 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 "CONSULTANT".

WITNESSETH

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide Professional Engineering Services for the Underline – Design Criteria Package – 7 Segments, Contract No.: CIP196-DTPW8-DE, ISD Project No.: E18-DTPW-08, hereinafter referred to as the "Project".

SECTION I - COUNTY OBLIGATIONS

The COUNTY agrees that Department of Transportation and Public Works (DTPW) shall furnish to the CONSULTANT any plans and any other data available in the COUNTY files pertaining to the work to be performed under this Agreement. The CONSULTANT is responsible to request any and all plans and data not furnished, which the CONSULTANT knows or should know, is necessary or appropriate for the performance of the services described herein.

The COUNTY shall provide the CONSULTANT with access to the project site(s) during CONSULTANT'S scheduled work times.

The Contracting Officer's Representative or his designee of DTPW, hereinafter referred to as the "COR", shall issue written authorization to proceed to the CONSULTANT for the work to be performed hereunder. These authorizations are referred to as Work Orders. In case of emergency, the COUNTY reserves the right to issue verbal authorizations to the CONSULTANT with the understanding that written confirmation shall follow within 72 hours.

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The CONSULTANT shall submit a proposal, in a form acceptable to the COUNTY, upon the COR's request prior to the issuance of a Work Order. No. payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The COR shall confer with the CONSULTANT before any Work Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.

Performance evaluations of the services rendered under this Agreement shall be performed by DTPW staff throughout the term of the contract and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

SECTION II - PROFESSIONAL SERVICES

Department of Transportation and Public Works (DTPW) requires the professional services for the Consultant to provide pre-design services to include topographic, tree, drainage and storm sewer surveys, civil engineering, construction cost services, specialty lighting consulting, value engineering coordination, cost savings initiatives to assure the future design and construction of the seven (7) segments stay within the allocated budgets. A recertification of the NEPA TYPE 1 CE for the project has taken place. The scope under this project will include the review and preparation the NEPA Type 1 Categorical Exclusion Checklist Update in accordance with the FDOT's PD&E Manual (which outlines the Page 6 of 26 FHWA/FDOT NEPA process) and submit to FDOT for review and approval based on the prepared documents. The Type 1 Update must be approved prior to the project advancing to the next phase (RFP phase for Design/Build Firms). The Consultant must be qualified to perform FDOT Type 2.0 activities, meet Secretary of Interior's Professional Qualifications and Standards for Archaeologists and Architectural Historians, meet the requirements of FDOT's Cultural Resource Management Handbook and the PD&E manual to fulfill the NEPA requirements for the Type 1 Categorical Exclusion Checklist Update, and the Section 106 Interagency

Programmatic Agreement. The Underline is a 10-mile multimodal corridor intended to increase pedestrian and bicyclist safety and provide connectivity to public transportation while providing for amenities and being representative of the communities it serves. The scope for this DCP extends from SW 19th Avenue to Dadeland Boulevard encompassing the remaining seven (7) segments of “The Underline”.

The DCP will consist of the conceptual layouts of the pedestrians and bicycle trails indicating their alignments, dimensions and general characteristics, the schematic design of 24 intersections and their preliminary coordination with the Florida Department of Transportation and the County’s Traffic Engineering and Signals and Signs Division, the narrative and parameters for a new pedestrian/bicycle bridge over the Coral Gables waterway, identification of best potential areas for amenities, all surveys and geotechnical work necessary to develop the alignment of the paths and intersection design, landscaping criteria, furnishings and site equipment, signage and lighting standards. Phase 1 of The Underline construction documents, The Underline Framework Plan and Phase 2 DCP are to be used to gather all standards and design parameters.

The final document must provide a general section that identifies all the standards for The Underline and a section for each of the segments that provides for the related trail alignments, intersection designs, specific landscaping standards and descriptions and locations of proposed/future amenities, and associated costs of each of the segments. The Consultant must provide a listing of responsibilities of the County, the FDOT, future selected Design-Build team and, others as necessary. The Consultant will need to coordinate with the County, FDOT District 6 including the Planning and Environmental Management Office (PLEMO), and other stakeholders during this preparation of this document. The final documents will allow DTPW to procure the Design-Builder for each segment individually based on available funding. In addition, the Consultant shall provide, on a time and material basis, assistance during procurement of the design-build contract such as responding to

questions and reviewing the lowest responsive and responsible bids, and the design-build phase for each of the remaining segments of The Underline, such as responding in writing to questions and requests for clarification and reviewing the designs developed by the Design-Builder with respect to the intent of the design criteria at 45% and 100% completion levels and only for substantial conformance with the DCP. During construction, the Consultant shall provide answers to questions and requests for clarifications, review and provide recommendations with respect to material and shop drawing submittals, and any ancillary supportive tasks necessary for the project. The Prime Consultant and/or sub-consultants selected for award of this solicitation will not be considered for any design-build projects, for which design criteria specifications are developed for DTPW under this Agreement.

For a more detailed description of the scope of work for development of the Design Criteria Package, please refer to Exhibit "F", Kimley-Horn and Associates, Inc's proposal dated December 4, 2019.

In connection with Professional Services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

A. Maintain an adequate staff of qualified personnel available at all times to perform within the term specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole judgement, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval.

B. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates.

- C. Comply with all federal, state and local laws, regulations, codes, ordinances, resolutions and administrative orders applicable to the work.
- D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
- E. Report the status of the work to the COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the COR at any time. The Consultant shall reference all correspondence and work with the Work Order Number.
- F. Submit to the COUNTY design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit to the COUNTY the final work products upon incorporation of any modifications requested by the COUNTY during any previous review and comments resolution process.
- G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided services as to interpretation of documents, correction of errors and omissions and preparations of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of the CONSULTANT'S errors and omissions.
- H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION VIII - OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

I. The CONSULTANT shall communicate with the COUNTY by electronic means to the greatest extent possible as directed by the COUNTY.

J. The CONSULTANT shall develop an effective Quality Assurance Plan in accordance with the latest version, at the time of contract execution, of the Federal Quality Assurance and Quality Control Guidelines incorporated herein by reference. The Quality Assurance Plan shall be submitted to the Engineering, Planning and Development Section of DTPW for approval within ten (10) days of the effective date of Notice-to-Proceed. The implementation and maintenance of the Quality Assurance Plan, and other contract requirements will be subject to COUNTY Quality Assurance Audits.

SECTION III - TIME FOR COMPLETION

Services to be rendered by the CONSULTANT shall commence upon receipt of a written Work Order from the COR subsequent to the execution of this Agreement, and shall be completed within the time stated in the Work Order. A reasonable extension of time shall be granted in the event there is a delay to the project or should weather conditions or acts of God or other events of force majeure render performance of the CONSULTANT'S duties impossible. Such extensions of time shall not be cause for any claim of the CONSULTANT for extra compensation.

SECTION IV – COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

A. FEE AS A MULTIPLIER OF DIRECT SALARY COST AND FIXED HOURLY RATE

The fee for engineering services rendered by the CONSULTANTS personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the Internal

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Revenue Service, for the time of said personnel engaged directly in the work, times the following negotiated multipliers (Labor rates are subject to County approval as per paragraph 4 below):

FIRMS	OFFICE			FIELD		
	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
Kimley-Horn & Associates, Inc.	193.59%	10.00%	3.2295	173.39%	10.00%	3.0073

Note: Overhead rates must be submitted on a yearly basis by the Consultant and Subconsultant. Modifications to the overhead rates must be approved by the COR and implemented by the Department.

The initial overhead rates allowed under this contract for field work shall be 173.39% and for office work is 193.59%. These overhead rates are based on independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency provided by the CONSULTANT during initial contract negotiations.

2. The COUNTY has the right to request that the CONSULTANT and Subconsultants submit independent audited statements in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed their Subconsultant's overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.
3. The aforementioned documentation must be updated and provided by the CONSULTANT once annually from the effective date of the contract, to support requests for overhead rate revisions in order to be accepted by the COR.

4. The maximum direct hourly rates, per classification, excluding overhead billable under this contract shall not exceed the caps as listed in Exhibit F, unless authorized by the COR in writing, and shall apply to all employees except Principals.
5. The burdened direct labor charges shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.
6. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work on this project in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.
7. Labor rates shall be in accordance with the current list of employees maintained by the COR or designee. Rates supplied by the CONSULTANT and made a part hereof as Attachment "F" shall be consistent with prevailing local wage rates paid for similar work to similar employee classifications and subject to COR approval prior to starting work. The CONSULTANT is permitted to submit a written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the COR. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm and subject to approval by the COR, which approval shall not be unreasonably withheld. Annual wage increases for these employees shall be no higher than five percent (5%) unless otherwise approved by the COR. This provision is not meant to limit the hourly rate at which the CONSULTANT pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT. In no way will an employee's hourly rate exceed the maximum amount per classification

stipulated in the contract, without written approval by the COR. The COR may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances.

5. PRINCIPALS

The CONSULTANT shall be compensated at the following rate for the time of principals engaged directly in the work. The CONSULTANT is permitted to submit a written request for annual wage increases for its principals once annually from the effective date of the contract, for review and approval by the COR. Annual rate increases for Principals shall be at a maximum of 5% per year and subject to approval by the COR in writing, which approval shall not be unreasonably withheld. This rate shall not be subject to the overhead rates or fee and shall be applied to the time spent on requested work by the following Principals:

Firm	Principals	Hourly Rate
Kimley-Horn & Associates, Inc.	Russell Barnes	\$108.18

Note: CONSULTANT shall not bill for more than 40 hours per year. Additional hours must be previously authorized by the COR.

B. 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 between the COUNTY and the CONSULTANT and stated in the written Work Order. Lump sum fees may or may not include reimbursable expenses.

C. REIMBURSABLE (DIRECT) EXPENSES

The CONSULTANT shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by the COR. Reimbursable expenses may include field office, utilities, furnishings, vehicles, expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed),

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. No separate additional payment shall be authorized for the use of CADD workstations (computers).

Expenses for travel (except commuting), transportation and subsistence by CONSULTANT personnel in the furtherance of the work will be reimbursed according to the provisions of County Administrative Orders 6-1 and 6-3 and Florida Statute Section 112, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the COUNTY for all travel expenses. Failure to obtain such prior authorization may be grounds for nonpayment of travel expenses. To be compensated for travel within the County, the CONSULTANT shall maintain accurate mileage records electronically and include original signatures upon submittal, along with their invoices.

COUNTY compensation for Subconsultant work shall be in accordance with this Section and Section XII- SUBCONTRACTING.

D. FIXED FEE

The fixed fee which was negotiated at 10.00% is the operating margin (profit) paid to the CONSULTANT for the professional services described in this agreement. The fixed fee shall remain fixed unless there is an increase in scope. If the scope is increased, the fixed fee may be modified through the allowance account if it has not been depleted or by a supplemental agreement. For any changes in the scope, the fixed fee shall be computed as 10.00% of the burdened direct labor. The fixed fee will be paid on the basis of the percentage of completion of the work as determined by the COUNTY.

E. SURVEYING AND GEOTECHNICAL SERVICES

The CONSULTANT shall be compensated based on the fixed rates based on the most recent negotiated rates for the performance of all geotechnical, land and engineering field survey work required.

1. Land and Engineering Field Survey

In the event supplementary field survey work is required during the performance of work under this contract and such work is authorized by the COR, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of Section IV(A) hereof. The surveying rates shall not exceed the negotiated rates under the latest DTPW's Professional Services Agreement for General Land and Engineering Surveying Services, currently established as Contract No. 20160196.

2. Geotechnical Engineering

In the event supplementary geotechnical engineering work is required during the performance of work under this contract and such work is authorized by the COR, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of Section IV(A) hereof. The geotechnical engineering rates shall not exceed the negotiated rates under the latest DTPW's Professional Services Agreement for Soils, Foundations and Geotechnical Testing Services currently established as Contract No. 20160209.

F. MAXIMUM COMPENSATION

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this Agreement shall not exceed \$1,999,801.16 (inclusive of base and contingency allowance amounts).

G. EXCEEDING EXPENDITURES

If at any time the CONSULTANT has reason to believe that the expenditures, in the next 60 days, will exceed 75% of the Maximum Compensation amount for any work order, the CONSULTANT shall immediately notify the COUNTY in writing to that effect. Failure to comply with this requirement may forfeit payments for authorized overruns. The CONSULTANT shall also provide a revised estimate to complete the work under the applicable work order. The CONSULTANT shall not be obligated to incur costs in excess of the maximum Contract ceiling except at the request of the COUNTY and proper execution of a Supplemental Agreement.

H. SUBCONSULTANT COMPENSATION

COUNTY compensation for Subconsultant work shall be in accordance with Section XII SUBCONTRACTING.

SECTION V - METHOD OF PAYMENT

The COUNTY agrees to make monthly payment to the CONSULTANT, based on properly submitted invoices, for all authorized work performed during the previous month or other mutually agreed invoicing period. The CONSULTANT agrees to provide with every invoice copies of any records necessary to substantiate payment requests to the COUNTY such as time sheets, detailing the task where the time has been spent, monthly progress reports and hours/costs expenditure reports, in a format acceptable to the COUNTY. The CONSULTANT shall submit duly certified invoices in duplicate and one electronic format to the COR in a format acceptable to the COUNTY. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including time sheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

The CONSULTANT shall report via the Business Management Workforce System (BMWS) all sub-consultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each sub-consultant participating on the project and verification of payments received must be confirmed by the subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov.

Payments shall be made in accordance with one of the following methods, as identified in each Work Order.

A. TIME & MATERIALS FOR PROFESSIONAL FEES AND/OR REIMBURSABLE EXPENSES

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsection IV. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. LUMP SUM FEE

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 and retainage.

SECTION VI - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. A work order issued by the COR shall cover in detail the scope, specific deliverables, time for completion, method of payment and compensation for the Professional Services requested in connection with each unit or section of work.

SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the Standard of Care as referenced in Section XXIX (B) and to the satisfaction of the COR who shall decide on 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 hereunder, and the character, quality, amount and value thereof.

In the event the CONSULTANT and COR are unable to resolve their differences concerning any determination made by the COR or any dispute or claim arising under or relating to the Contract, either the CONSULTANT or COUNTY may initiate a dispute in accordance with the procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

The parties to this contract hereby authorize the DTPW Director, functioning as the Contracting Officer or designee, to decide on all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract except issues or disputes related to the CONSULTANT's performance evaluation and his decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The CONSULTANT and the COUNTY are entitled to a hearing before the Contracting Officer, or his/her designee, at which both CONSULTANT and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses. No depositions will be taken.

If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the Contracting Officer's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Contracting Officer's determination was arbitrary or capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

Pending final decision of a dispute hereunder, the CONSULTANT shall proceed diligently with the performance of the Contract and in accordance with the COR's interpretation.

SECTION VIII - 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 pre-existing copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY, without restrictions or limitations, upon CONSULTANT receiving payment in full for services satisfactorily performed. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The CONSULTANT 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 CONSULTANT in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the COR.

SECTION IX - REUSE OF DOCUMENTS

The CONSULTANT may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The COR shall not accept any reused data containing an excess of irrelevant material which has no connection with the applicable portion of the work. The CONSULTANT will not be liable for reuse by the

COUNTY of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

SECTION X – OFFICIAL NOTICES

Any notices, report or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail, electronica medium, or delivered in person to the COR. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT’s authorized representative.

The CONSULTANT designates the following individual as the project manager to act as the point-of-contact with the COUNTY and is authorized by the CONSULTANT to receive official notices and submit invoices:

Project Manager: George E. Puig, PLA
Address: 355 Alhambra Circle, Suite 1400
Coral Gables, FL, 33134
Telephone: 305-673-2025
Email: george.puig@kimley-horn.com

SECTION XI - AUDIT RIGHTS

The CONSULTANT hereby agrees that the COUNTY may perform audits of the CONSULTANT’s books of accounts and records related to the work. Such audits may be performed at the COUNTY’S discretion.

Such audits may be performed by the COUNTY or may be arranged by the COUNTY through the auspices of the U.S. Department of Transportation. Alternatively, the COUNTY may cause an independent certified public accounting firm to perform the audit within the time herein described below. The CONSULTANT shall maintain all books of accounts, records, documents and other evidence of

accounting procedures and practices sufficient to properly document all expenses incurred and anticipated to be incurred in the performance of this Contract including justification of the negotiated overhead rates and direct labor rates. The materials described above shall be made available at the office of the CONSULTANT, at reasonable times, for inspection, audit or reproduction, within three (3) years following final payment under this Contract and the closing of all other pending matters.

In addition to the above requirements, the Secretary of the U.S. Department of Transportation, the Comptroller General of the United States, the State of Florida, the COUNTY or their authorized designee, shall have the right to audit the CONSULTANT's books of accounts and records relating to performance of this Contract at any time within three (3) years following final payment under this Contract and the closing of all other pending matters.

For purposes of verifying the certified cost or pricing data submitted or identified by the CONSULTANT in conjunction with the negotiation of this Agreement or any modification/change order to this Agreement, the CONSULTANT shall, for a period of three (3) years after Final Acceptance under this Agreement:

- A. Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.
- B. Permit an authorized representative of the COUNTY, State of Florida, United States Department of Transportation and Comptroller of the United States to examine such books, records, documents, papers, computations, projections and other supporting data.
- C. In the event any information provided by the CONSULTANT during initial contract negotiations or any supplemental agreement negotiations or any other information is later determined by the COUNTY not to have been complete, accurate or current at the time of

the submittal, the COUNTY shall be entitled to an appropriate correction of the total compensation amount. If this determination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds including withholding funds due the CONSULTANT on other COUNTY contracts.

The CONSULTANT agrees to insert these audit clauses in all of his subcontracts.

SECTION XII - SUBCONTRACTING

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the COUNTY. Subconsultants included in CONSULTANT's proposal are deemed to be approved by the COUNTY.

The CONSULTANT may, if they so desire and if approved by the COUNTY, employ Special Professional CONSULTANTS to assist in performing specialized portions of the work. Payment of such Special Professional CONSULTANTS employed at the option of the CONSULTANT and subject to written approval by the COUNTY shall be the responsibility of the CONSULTANT and shall not be cause for any increase in compensation to the CONSULTANT for the performance of the work included in the Work Order.

The COUNTY may, if it deems such action necessary to the satisfactory and expeditious completion of the authorized work, direct the CONSULTANT to engage the services of a Designated Professional CONSULTANT(s) to assist the CONSULTANT in the performance of specialized portions of the services. The CONSULTANT shall comply with such directive. Employment of such a Designated Professional CONSULTANT(s) at the direction of the COUNTY by Work Order shall constitute additional services under the provisions of this Agreement and the CONSULTANT shall be reimbursed therefore in accordance with negotiated fees at the time such additional services are requested by the COUNTY.

Failure to obtain COR approval of a Subconsultant prior to commencement of that Subconsultant's services may be grounds for non-payment of any services performed prior to approval.

A. SUBCONSULTANTS

- The compensation for services rendered by the Subconsultant's personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the IRS, for all time said personnel engaged directly in the work, times the following multipliers:

FIRMS	OHR	OFFICE OP MARGIN	MULTIPLIER	OHR	FIELD OP MARGIN	MULTIPLIER
Avino & Associates, Inc.	167.95%	10.00%	2.9475			
Archaeological and Historical Conservancy, Inc.	64.13%	10.00%	1.8054			
C.M.S.-Construction Management Services, Inc.	124.21%	10.00%	2.4663			
Horton Lees Brogden Lighting Design Inc.	167.68%	10.00%	2.9445			
Wingerter Laboratories Inc	161.33%	10.00%	2.8746			
Wood Environment & Infrastructure Solutions, Inc.	142.68%	10.00%	2.6695	125.62%	10.00%	2.4818

¹ Independent Audit in accordance with applicable Sections of Part 31, FAR.

² Considered for minor role only

NOTE #1 : Task involving a very small dollar amount will be considered miscellaneous services. The County may negotiate consultant fees for these services based on County's cost and price analysis.

- The table of overhead rates is based on information provided by the Subconsultant during initial contract negotiations. The COUNTY has the right to request that the Subconsultant submit independent audit in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency, or an independent audit from a Certified Public Accountant (C.P.A.) to set multipliers. Once approved, and until a revision is accepted by

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the COR, these multipliers shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

2. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed the Subconsultants' overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. The aforementioned documentation must be updated and provided by the CONSULTANT once, annually from the effective date of the contract, when it requests any overhead rate revisions for Subconsultants in order to be accepted by the COR.
3. The maximum direct hourly rates, per classification, excluding overhead, allowed under this contract shall not exceed the caps listed in Exhibit "F" unless authorized by the COR in writing, and shall apply to all employees. The burdened direct labor charges shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.
4. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the rate established by Subsection IV-A(1) hereof for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work in excess of 40 hours per week.
5. Labor rates shall be in accordance with Exhibit "F" supplied by the CONSULTANT on behalf of the Subconsultant and made a part hereof and consistent with prevailing local wage rates paid for similar work to similar employees classifications and subject to COUNTY approval prior to starting work. Subconsultants are permitted to submit a

written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the COR. Annual wage increases for these employees shall be no higher than five percent (5%) and shall be consistent with other similar employees unless otherwise approved by the COR.

6. All services provided by the Subconsultants shall be pursuant to appropriate agreements between the CONSULTANT and the Subconsultants which shall contain provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY and the services shall be compensated in accordance with Section IV-COMPENSATION. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Subconsultants.
7. Subconsultants may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. Subconsultants included in CONSULTANT's Proposal are deemed to be approved by the County. The COUNTY reserves the right at any time to withdraw the approval of such Subconsultant, if it decides that the services performed by the Subconsultant, are not acceptable to the COUNTY.
8. The CONSULTANT shall not change any Subconsultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Any request to add a Subconsultant shall include substantiation of Subconsultant's overhead acceptable to the COUNTY.

9. PRINCIPALS

B. Non-exclusivity

Notwithstanding any provision of this non-exclusive agreement, the COUNTY is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other

CONSULTANT to perform any professional services as defined herein and the CONSULTANT waives any claim it might have against the COUNTY as a result of the COUNTY electing to retain or utilize such other Architect, Engineer, Design Professional or other CONSULTANT to perform any such professional services, except that if the COUNTY retains or utilizes such other Architect, Engineer, Design Professional or other CONSULTANT to perform such services subsequent to the starting date and before the completion date of the agreement of the CONSULTANT, and if the new CONSULTANT is directed to perform the same services, the CONSULTANT shall be entitled to compensation as provided in this Section.

SECTION XIII - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT'S County-approved 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 CONSULTANT also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT'S County-approved Subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the County Mayor or his designee shall have the right to annul this Agreement without liability.

SECTION XIV - TERMINATION OF AGREEMENT

It is expressly understood and agreed that the COR may terminate this Agreement, in whole or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the COR or by declining to issue Work Orders, as provided in Section VI; in which event the COUNTY's sole obligation

to the CONSULTANT shall be payment in accordance with Section IV - COMPENSATION, for those units or sections of work previously authorized plus reasonable costs of termination. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONSULTANT, found acceptable to the COUNTY, up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of (1,825) Calendar Days after its date of execution, or until depletion of the funds allocated to pay for the cost of the services described in the Agreement; whichever occurs first.

The contract contains two, three year option to renew periods exercised at the sole discretion of the County, and shall comply with the original terms and conditions, and any amendments thereof.

Actual completion of the services hereunder may extend beyond such term provided that action is taken in accordance with any of the methods described under Subsections A through C below:

(A) Method One – A time extension is provided for additional unforeseen work performed outside the scope of the original Agreement that affects the work schedule or previously approved changes using contingency time allocated in the Contract award memo.

(B) Method Two – A time extension is provided for additional unforeseen work performed outside the scope of the original Agreement that affects the work schedule or previously approved changes and is approved via a formal Supplemental Agreement.

(C) Method Three – A work order (or multiple work orders) has been issued prior to the Agreement’s original expiration date that clearly states the tasks, method of payment, dollar amount, and work order expiration date.

Once a revised Agreement or a new work order expiration date has been approved in accordance with one of the methods described above, the Agreement completion date shall be based on either the revised expiration date or the date that all funding has been expended, whichever occurs first.

SECTION XVI - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COR may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any completed professional services as of the date written notice of default is served. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall be compensated on a percentage of the professional services which have been performed and found acceptable to the County prior to the time the COR declares a default. Any dispute arising out of this Section shall be resolved in accordance with Section VII – RIGHT OF DECISIONS AND DISPUTE RESOLUTION.

SECTION XVII - INDEMNIFICATION AND INSURANCE

Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this AGREEMENT.

To the extent this indemnification clause or any other indemnification clause in this AGREEMENT does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract shall hereby be interpreted as the Parties' intention for the indemnification clauses and Contract to comply with Chapter 725, Florida Statutes, as may be amended.

The CONSULTANT shall pay liabilities and losses in connection therewith and shall defend and pay all costs, judgments and attorney's fees for such claims which are finally determined to have been caused by the CONSULTANT'S negligence, recklessness or intentionally wrongful conduct of the CONSULTANT or its employees or agents. The CONSULTANT expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify and hold harmless the COUNTY and its officers, employees, and defend as herein provided.

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the CONSULTANT in which the COUNTY participated either through review or concurrence of the CONSULTANT'S actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Subconsultants under this AGREEMENT.

This Section shall survive expiration or termination of this AGREEMENT.

The CONSULTANT 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 CONSULTANT shall furnish to the COUNTY, c/o DTPW, Attn.: Ivonne Andres, 701 N.W. 1st Court, 15th Floor, Miami, FL 33136, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. 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 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his liability and obligation under this section or under any other section of this agreement.

SECTION XVIII-ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS

The CONSULTANT and Subconsultants agree to abide and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Agreement, and any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. Applicable local laws and ordinances which may have a bearing on the work contemplated hereunder, including, but are not necessarily limited to the following:

- A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.
- B. The CONSULTANT shall comply with the procedures contained in the FALSE CLAIMS Ordinance COUNTY Code Article XV Sections 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against the COUNTY; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.
- C. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Dade County Elections Department, P.O. Box 012241, Miami, FL 33101:
 - (1) A source of income statement;
 - (2) A current certified financial statement;
 - (3) A copy of the CONSULTANT'S Current Federal Income Tax Return.
- D. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Office of the Governor Executive Order No. 11-02. The Consultant hereby agrees to

utilize the U.S. Department of Homeland Security's E Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons assigned or authorized by the Consultant to perform work pursuant to the Contract with the County.

E. 1.49 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The CONSULTANT shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (COUNTY) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1

STREET, SUITE 1300, MIAMI, FLORIDA 33128.

F. The CONSULTANT further agrees to comply with the requirements of the County, State and Federal Ordinances, Resolutions and/or Regulations.

Refer to Exhibit "B" for Federal Requirements and Provisions.

The CONSULTANT further agrees to comply with any other Ordinance or Resolution of the County that may become effective before the execution by both parties of this Agreement. In the event any ordinance or resolution potentially impacting price is adopted by the Board subsequent to completions of negotiations but prior to adoption of this contract by the Board, CONSULTANT may seek adjustment of the contract price. Failure on the part of the CONSULTANT to notify the COUNTY of its intent to seek an adjustment to the contract price prior to the Contract approval of the the Board shall constitute a waiver of any such claims or adjustments.

SECTION XIX – TRUTH IN NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 -category four), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above referenced amount:

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section IV, 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 three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XX - EQUAL OPPORTUNITY

A. EQUAL EMPLOYMENT OPPORTUNITY

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, familial status, pregnancy, sexual orientation, marital status, disability, gender identity or gender express, place of birth or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, ancestry, sex, familial status, pregnancy, age, sexual orientation, marital status, physical handicap or national origin, gender identity or gender express, or status as viction of domestic violence, dating violence or stalking. Evidence of such actions shall be reported on forms supplied by the COUNTY.

Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this Equal Opportunity Clause.

The CONSULTANT shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor;

Sections 112.041, 112.042 and 112.0113, Florida Statutes, Chapter 760 (Florida Civil Rights Act of 1992, as amended) and County Ordinance 75-46, effective June 28, 1975.

B. NONDISCRIMINATION

During the performance of this Agreement, the CONSULTANT agrees to state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so the CONSULTANT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the COUNTY, and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. The CONSULTANT further agrees that he/she will comply with the requirements of the Americans with Disabilities Act.

C. DISADVANTAGED BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

The CONSULTANT must make a good faith effort to meet the 10.65% percent Disadvantaged Business Enterprise (DBE) goal established for this contract and to comply with all the provisions of the DBE Requirements section made a part of this contract as Exhibit "A".

SECTION XXI - AFFIRMATIVE ACTION PLAN REQUIREMENTS

The CONSULTANT's Affirmative Action Plan, as approved by DTPW's Office of Civil Rights, and any approved update thereof, is hereby incorporated as contractual obligations of the CONSULTANT to the COUNTY hereunder. The COR shall undertake and perform the affirmative actions specified herein. The COR may declare the CONSULTANT in default of this agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXII – FEDERAL REQUIREMENTS AND PROVISIONS

Refer to Exhibit “B” for Federal Requirements and Provisions.

SECTION XXIII - BUSINESS APPLICATIONS AND FORMS

The CONSULTANT shall be a registered vendor with the COUNTY for the duration of this Agreement. It is the responsibility of the CONSULTANT to update and file the Vendor Registration Application on the COUNTY’s Vendor Registration Site for any changes for the duration of this Agreement, including any option years.

The Proposer is responsible for submitting the Vendor Registration Application on the COUNTY’s Vendor Registration Site at <https://www.miamidade.gov/Vendor/NewVendor/Enrollment>.

Section 2-11.1(d) of Miami-Dade County Code, requires any county employee or any member of the employee’s immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the COUNTY’s Ethic Commission prior to their or their immediate family member’s entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee’s immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

SECTION XXIV – 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 interest payments made on late payments. The CONSULTANT’s attention is directed to Florida Statutes, Section 218.74 and Section 2-8.1.4 of the

Miami-Dade County Code, providing for expedited payments to small businesses by county agencies and the Public Health Trust creating dispute resolution procedures for payment of county and Public Health Trust obligations; and requiring the CONSULTANT to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subconsultants. Failure of the CONSULTANT to issue prompt payment to small business, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the county contract or Public Health Trust contract and debarment procedures of the COUNTY. The CONSULTANT agrees to provide the COUNTY with a copy of its dispute resolution process.

SECTION XXV – ESTIMATE TIME FOR CONTINGENCY

This Agreement contains a Contingency Allowance time extension not to exceed ten percent (10%) of the original Contract Duration. Pursuant to a written request by the CONSULTANT for a time extension for reasons exhibited in Section XV – Duration of Agreement, that affects the critical path schedule of the Agreement or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department project manager, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10%) of the original Contract Duration rounded off to the next whole number.

SECTION XXVI - CONTINGENCY ALLOWANCE

This project is a Professional Services Agreement; therefore, an estimated Allowance Account of \$99,933.06 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by Department of Transportation and Public Works for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION XXVII - SCRUTINIZED COMPANY

Scrutinized Companies - By executing this Agreement through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The County shall have the right to terminate this Agreement for default if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

SECTION XXVIII – ERRORS AND OMISSIONS

The CONSULTANT, if Construction Engineering Inspection (CEI) services are exercised, shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract documents prepared by the CONSULTANT. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

It is specifically agreed that any construction changes categorized by the COUNTY as an error in the contract documents prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the error. The damages to the COUNTY for errors shall be calculated as one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. The COUNTY shall obtain recovery of the additional cost of construction for all errors caused by the CONSULTANT should the sum of the total additional constructions for errors in total

exceed five percent (5%) of the total construction cost. Indirect costs may include delay damages caused by the error.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes categorized by the COUNTY as an omission in the contract documents prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the omission. The damages to the COUNTY for omissions shall be calculated as fifteen percent (15%) of the total direct cost of the change and one hundred percent (100%) of the indirect costs. Indirect costs may include delay damages caused by the omission.

To obtain such recovery, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT's insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT's insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT's insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and its insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above provided, however, the Parties agree that in no event shall the CONSULTANT be responsible for the cost of changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this paragraph shall not limit or preclude in any way the CONSULTANT's indemnification obligations to the COUNTY pursuant to Section XVII of this Agreement, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

The extent of the CONSULTANT'S liability to the COUNTY shall be in accordance with Florida Statute 725.08. The CONSULTANT shall participate in all negotiations with the Consultant related to

this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the Consultant related to this section shall constitute a waiver of CONSULTANT's rights to contest the appropriateness or amount of any settlements or change orders.

SECTION XXIX - MISCELLANEOUS

A. Force Majeure. For the purposes of delay and events of force majeure under Section III, and event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, law enforcement actions, curfews, closure of transportation systems.

B. Standard of Care. Notwithstanding any other provisions to the contrary, in the performance of its Services, CONSULTANT shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period. COUNTY recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. CONSULTANT is not responsible for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

C. Responsibility for Others. CONSULTANT shall be responsible to COUNTY for CONSULTANT Services and the services of CONSULTANT Subconsultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

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D. Cost Estimates. CONSULTANT's opinions of construction and materials costs estimates provided herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONSULTANT has no control over the costs of labor, materials, equipment, or services furnished by others, or over any CONSULTANT's methods of determining prices or over competitive bidding, or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions prepared by CONSULTANT.

E. No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than COUNTY and CONSULTANT.

F. Right of Entry. COUNTY grants to CONSULTANT, and, if the project site is not owned by COUNTY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and Subconsultants, upon the project site for the purpose of providing the Services. COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

G. The Parties may from time to time by mutual agreement seek to modify, extend or enlarge the services under a Work Order ("Modification"). In the event the Parties agree to a Modification to add additional services, or to make other modifications to the services, CONSULTANT's compensation, the schedule and any other relevant terms and conditions to the applicable Work Order shall be equitably adjusted prior to performance of such services.

H. In no event shall either party, affiliates and subsidiaries or their respective director, officers or employees be liable to the other for any indirect, incidental, special consequential or punitive damages whatsoever (including, without limitations, lost profits, loss of revenue, loss of use or interruption of Business) arising out of or related to this agreement, even if advised of the possibility of such damages.

I. Pursuant to Florida Statute Section 558.0035, under no circumstances shall any present or future, direct or indirect, officers, directors, participants, advisors, managers, employees, agents or affiliates of designer, or any of their heirs, successors or assigns, be individually held liable for negligence.

SECTION XXX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall be construed to make any party hereunder the agent, employee, partner or joint venturer of the other, nor will any CONSULTANT firm hereunder be considered the beneficiary of any of the duties or rights created by this Agreement between the COUNTY and any other consulting firm hereunder.

This writing and its' Exhibits 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 the Agreement shall be valid unless made in writing, signed by all 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 THEREOF the parties hereto have executed these presents this _____ day of _____, 2020.

ATTEST:

HARVEY RUVIN

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

By: _____

By: _____
COUNTY MAYOR

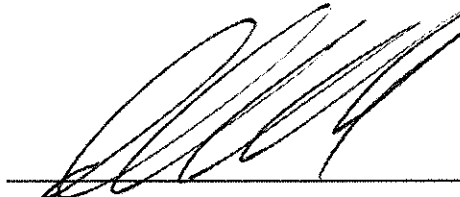
Approved by County Attorney

As to Form and Legal Sufficiency:

ATTEST:

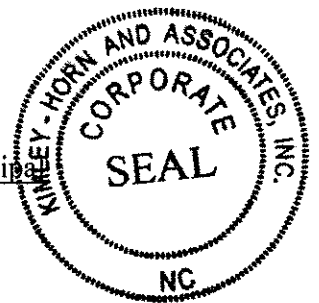


By: Aaron Buckley, PE



KIMLEY-HORN AND ASSOCIATES, INC.
(Corporate Seal)

By: David C. Campbell, Principal



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December 4, 2019

Ms. Irene S. Hegedus, ACHA
Chief, Transportation Enhancements
Miami-Dade County Department of Transportation and Public Works
701 NW 1st Court, Suite 1700
Miami, Florida 33136

**Re: Solicitation E18-DTPW-08
The Underline – Design Criterial Package – 7 SEGM
(CIP196-DTPW18-DE and ISD Project No. E18-DTPW-08)
Professional Consulting Services**

Dear Ms. Hegedus:

In accordance with the Professional Services Agreement (“Agreement”) for Professional Engineering Services for the Underline- Design Criteria Package-7 Segments Project, Contract No. CIP196-DTPW18-DE and ISD Project No. E18-DTPW-08, Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “Kimley-Horn”), is pleased to submit this proposal for professional consulting services to the Miami-Dade County Department of Transportation and Public Works (hereinafter referred to as “Client” or “DTPW”) associated with the above referenced project.

The general Scope of Work for this project (“The Project”) consists of developing a design build criteria package (DBC) for design and construction of the Project in coordination with DTPW. It is understood that DTPW will include the DBC as part of their procurement of a design-build team to provide design services, prepare construction documents, obtain regulatory approvals and construct seven segments between S.W. 19th Avenue and Dadeland Boulevard.

The DBC will be structured as to include a general section applicable to the 7.6 miles and specific sections associated with each of the segments (3 thru 9). This will allow DTPW to separate the components for each of the phases, including but not limited to the respective intersection designs, path alignment and estimates and ultimately procure each phase as funding becomes available.

The DBC will be based on the design vision of the Underline Framework Plan (“Master Plan”) developed by James Corner Field Operations (JCFO) on December 18, 2015, as well as any design variations/exceptions from the Master Plan that may be approved during development of The Underline “Brickell Backyard Demonstration Project” and the DBC prepared for phase 2. The scope of services for the Project will be completed by Kimley-Horn and Associates, Inc. (Prime Consultant), Construction Management Services, Inc. (CMS) as a sub-consultant for opinion of probable construction costs, Horton Lees Brogden Lighting Design, Inc. (HLB) as a sub-consultant for specialty lighting consulting, Avino and Associates, Inc. (Avino) as a sub-consultant for surveying, Wood Environmental & Infrastructure Solutions, Inc. (Wood), as a sub-consultant for environmental engineering, Archaeological and Historical Conservancy, Inc. (AHC), as a sub-consultant for cultural assessment and Wingerter Laboratories, Inc. (Wingerter), as a sub-consultant for geotechnical engineering evaluation. The following are Kimley-Horn’s understanding of the Project and Scope of Services on which the fees are based:

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PROJECT UNDERSTANDING

The "Project Limits", or "Underline Corridor", are understood to be the following:

- Those areas lying within the existing DTPW Metrorail/M-Path right-of-way beginning at the south side of the 19th Avenue intersection and running south for approximately 7.6 miles to the south side of the Dadeland Boulevard intersection.
- Those public rights-of-way which intersect with the DTPW Metrorail/M-Path right-of-way between the extents described above.
- At times The Underline may have to run outside DTPW right-of-way onto rights-of-way owned by either FDOT or municipalities such as City of Miami, City of Coral Gables and City of South Miami. It is understood that no portion of The Underline will be proposed within private property.
- The Project Limits will exclude those areas of DTPW Metrorail right-of-way which coincide with ongoing Transit Oriented Development (TOD) projects, which currently include plans to extend The Underline through their projects. However, Kimley-Horn will coordinate the points of connection for the proposed bicycle and pedestrian paths with those projects and include that coordination as part of the DBC. Refer to "Exhibit A – Project Location Map".

SCOPE OF SERVICES

The scope of services for the Project is specifically limited to those services described below:

TASK 1 - TOPOGRAPHIC SURVEY

The Consultant will utilize a Sub-Consultant to prepare topographic survey. The Client will provide the Consultant all available right-of-way data of the area in AutoCAD digital format before commencing survey work. The proposed survey scope of services is as follows:

- Research on available survey control monuments.
- Collect & process existing horizontal and vertical control data information.
- Set horizontal traverse points & temporary benchmarks and set control points and reference points.
- Set benchmarks along the project route.
- Prepare full route topographic survey of the project limits. Topographic and DTM Survey will be performed from right of way to right of way along the Metrorail corridor or to the first travel lane of US-1 when US-1 is directly abutting. Survey will extend approximately 100-ft along each side of all major intersecting side-streets and 50-ft along minor. Above ground features and improvements, break-lines, high and low points will be located with sufficient density of points in order to create a DTM.
- Show all above ground information including pavement, sidewalks, curb ramps, gutters, street lighting, power poles, driveway material, manholes, fire hydrants, markers, manholes and drainage structures, valves, meter boxes, overhead cables, fences, retaining walls, exposed rock, existing signage, terminal building (outside surface only), supporting columns (no supporting beams), trees, mast arms, pedestrian lights and signage, and traffic striping.

- Drainage and Sewer structures will be located. The survey will identify the type of structure, rim elevation, pipe invert elevation, pipe materials, direction, size and condition of all drainage structures and sanitary sewer structures found. Note: In cases where structure is full of water and or sediment, surveyor will visit said structures a maximum of 2 visits; if structures is still un-accessible, said structure will be noted as such in survey.
- In showing existing underground utilities, we will contact Sunshine One-Call to mark the existing utilities in the area and based on the marked-up utilities, we will then show their horizontal locations.
- We shall show the location of trees together with the size (DBH), height and spread. (Tree species to be provided by project landscape architect)
- Establish alignment and set baseline identification.
- Locate right-of-way lines and property lines along survey route.
- Underground utilities location via Ground Penetrating Radar (GPR) is not a part of this scope and will not be shown.

Qualifications:

- Rule of Law: All field and office effort in connection with this project will be performed in strict accordance with the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17, Florida Administrative Code.
- All survey work shall be done in U.S. feet and Elevations in 1929 NGVD Datum and prepared using the State Plane Coordinate System – NAD83 Florida East.
- All survey work shall be done in compliance with the Miami-Dade Department of Transportation and Public Works and Waste Management Department Survey requirements.
- Requests for service not specifically enumerated in this proposal will be addressed via separate response if so required and will be billed at our current hourly rates.

Exclusions:

- Identification of tree species (To be provided by project landscape architect)
- Preparation of right-of-way map
- Ground Penetrating Radar (GPR).

TASK 2 - GEOTECHNICAL ENGINEERING SERVICES

The Consultant will utilize a Sub-Consultant to prepare geotechnical engineering services. This task will be performed by Wingerter Laboratories, Inc., a geotechnical engineering sub-consultant and consisting of the following:

- Perform sixty-six (66) Standard Penetration Tests per ASTM D-1586 with Standard Truck Mounted Equipment.
- Perform eight (8) SFWMD "Usual Open Hole Test Method" Percolation Tests. (Minimum 6" Diameter) to a depth of 15' each with Standard Truck Mounted Equipment.
- Mobilization and de-mobilization of all personnel and equipment to and from the jobsite. Perform a boring layout and conduct utility clearances prior to conducting the borings and coordinate with Client personnel.

- Lab Testing will be included for each soil boring combined samples for Grain Size, Soil Classification and Organic Content.
- A report will be prepared, which will contain soil boring test results and general engineering information. We will provide three (3) copies of this report, signed and sealed by a Florida Registered Professional Engineer and Geologist. This report will be included as part of the Preliminary and Final Design Criteria Packages.

TASK 3 - CULTURAL ASSESSMENT SERVICES

The Consultant will utilize a Sub-Consultant to provide cultural assessment services. This task will be performed by Archaeological and Historical Conservancy, Inc., a cultural assessment sub-consultant and consisting of the following:

Sub-Consultant will provide cultural resource assessment of Segments 3-9. A cultural assessment will be performed as required by local, State and Federal reviewing agencies in accordance with Section 106 guidelines.

Determination of APE

- The Sub-Consultant will work in consultation with FDOT staff to determine the project's Area of Potential Effect (APE). A review of pertinent records, maps, and aerial photographs will be conducted to determine if previously recorded archaeological and/or historical sites occur within the APE.

Field Work

- The Sub-Consultant will conduct an initial pedestrian and windshield survey will be conducted throughout the APE. All archaeological sites or potential sites will be assessed. Any positive locations for artifacts or sites will be depicted on the site map and a Florida Master Site File (FMSF) form recorded.
- The Sub-Consultant's architectural historian will determine if any standing historic structures (50 years old or older) exist within the APE. Any such structures will be assessed in the field, photographed, and documented on Florida Master Site File (FMSF) forms.

Data Analysis

- The Sub-Consultant will catalogue and quantify all recovered samples. The results of this analysis will be included in the cultural assessment report.

Report Preparation

- Two (2) written cultural assessment reports will be provided following completion of the archival and field assessment and will include a description of methodology, results, and recommendations. One (1) bound copy and one (1) CD of each report will be provided. These reports will be included as part of the Preliminary and Final Design Criteria Packages.

TASK 4 - ENVIRONMENTAL ENGINEERING SERVICES

The Consultant will utilize a Sub-Consultant to provide environmental engineering services. This task will be performed by Wood Environmental & Infrastructure Solutions, Inc., an environmental engineering sub-consultant, and consisting of the following:

NEPA Recertification

- Review of existing FDOT National Environmental Policy Act (NEPA) reports for segments 3-9 of the Underline project.
- Coordinate the schedule and the deliverables with Miami Dade County Department of Transportation and Public Works (DTPW) and the project team.
- Attend project scope and progress meetings as required.
- Prepare NEPA Type I Categorical Exclusion Checklist Update for each segment.
- Prepare separate updated reports for each of the seven segments (3-9) of the project.

TASK 5 - SITE RIDE-THROUGH AND PROJECT INITIATION

The Consultant will build off the topographic and tree survey provided by the survey sub-consultant. Services during this phase consisting of the following:

- The Consultant will attend one kick-off meeting with the Client, to be attended by a landscape architect, civil engineer and roadway engineer.
- The Consultant will coordinate with sub-consultants with respect to schedules, scope of work, and inter-coordination with each other's work.
- Once the survey is completed, the Consultant will perform one (1) site ride-through of phases 3 thru 9 of the Underline in order to identify potential alignments for the bicycle and pedestrian paths, identify areas where the path(s) may have to run outside Metrorail right-of-way (where additional survey may be required), collect visual evidence of underground utilities, make notes of potential obstructions and constraints and other areas of concern. In addition, Kimley-Horn will identify and provide the botanical names of the existing trees and palms shown on the survey.
- The ride-through will include one (1) Landscape Architect, one (1) Civil Engineer, one (1) Roadway Engineer and two (2) analysts.
- If needed and as additional services, the Consultant will prepare a scope of additional surveying services to survey those areas outside Metrorail right-of-way where the path(s) could potentially be located. Once the updated additional survey is received, the Consultant will visit the site again (two junior staff) to verify the content of the survey and identify any discrepancies or items missing from the survey.

Submittals and Meetings:

Once the site ride-through is completed, The Consultant will prepare a written narrative describing project goals, purpose and approach of the design criteria guidelines. The narrative will establish criteria for path layout including typical path dimensions, radii, grading and setbacks from Metrorail Structure, ADA accessibility and published bike trail guidelines and will identify findings, observations and right of way issues identified during the site ride-through.

This information will be shared with DTPW and subsequently submitted to the surveyor to provide corrections and missing information.

During this task, the Consultant will provide attendance by one (1) Civil Engineer, one (1) Roadway Engineer and/or Landscape Architect to one (1) meeting with the Client to discuss the findings of the site walk-through and the survey review.

TASK 6 - PRELIMINARY DESIGN CRITERIA PACKAGE

The 2015 Underline Framework Plan (Master Plan) prepared by "Friends of The Underline", and construction drawings for the Brickell Backyard Demonstration Project (Phase I) will be the basis for developing the design criteria for this phase of the Underline.

During this task, the Consultant will provide attendance by one (1) Civil Engineer, one (1) Roadway Engineer and one (1) Landscape Architect to up to five (5) meetings with the Client to discuss the progress of the work.

In addition, during this task the Consultant will provide attendance by one (1) Civil Engineer, one (1) Roadway Engineer and one (1) Landscape Architect, to up to three (3) meetings with administrative staff from the following agencies:

- DTPW Transit Division
- Friends of the Underline
- MDC Parks, Recreation and Open Spaces (MDC PROS)
- Miami-Dade County MPO
- City of Miami Planning Department
- City of Miami Capital Improvements and Transportation
- FDOT District 6
- City of Coral Gables Public Works
- City of South Miami Public Works

The Preliminary Design Criteria task will culminate in the submission of one (1) Preliminary Design Criteria Package for design-build bidding consisting of the following:

Task 6A - Preliminary Landscape Architecture Design Criteria

- Prepare schematic design level typical bicycle and pedestrian path layout plans including site furniture directly adjacent to those paths.
- Identify areas with existing site constraints where the pedestrian and/or bicycle path will be constrained due to existing site conditions. A written narrative will address impacts to curb alignments and embankments that would be imposed by implementation of the Underline Framework Plan, and provide design criteria for lesser-impact modifications while still observing minimum bike trail standards. The narrative will not address methods to structurally mitigate impacts to bridges, canal crossings and/or embankments or proposed structural modifications.
- Prepare a list of design standards for typical Underline design elements including but not limited to path materials, lighting, site furniture, signage and wayfinding, planting and soils represented with typical details, specifications and layout criteria.

Task 6B - Preliminary Civil Engineering Design Criteria

Existing Utility Coordination:

- Kimley-Horn will obtain a "Sunshine One-call" design ticket and a listing of participating utility owners/providers that may own and/or operate existing utilities or infrastructure systems within the proximity of the Project. Written communications will be submitted to the listed

utility owners/providers listed on the Sunshine One-call system requesting “best available” utility records, which may include record drawings, as-builts, atlases, red-lined surveys, etc.

- Kimley-Horn will request from DTPW any available records of Metrorail and/or other DTPW infrastructure within the Project Limits.
- Responses and/or information received from utility owners and/or providers will be catalogued in a Utility Matrix identifying the company, contact name and telephone number, date contacted, type of facility, follow-up contact dates, response date, type of information provided or confirmation that no utilities exist in the area.
- Hardcopies of any utility records received will be scanned and archived electronically.
- Kimley-Horn will supplement the existing utility information compiled above with visual reconnaissance performed during Task 5.
- Other potential conflicts between The Underline and existing utilities will be identified but no coordination with the utility owner/provider about possible removals/relocations will be included as part of this scope of services.

Stormwater Management:

- Kimley-Horn will coordinate and/or meet with representatives of agencies that will have jurisdiction over stormwater management for the project in order to collect data and identify criteria governing stormwater collection, retention/detention, pre-treatment, discharge and/or overflow. These agencies may include some or all of the following:
 - DTPW (will own and maintain stormwater management system)
 - Miami-Dade County DRER Water Control (Water Control)
 - *Miami-Dade County Pollution Remediation Section (PRS)
 - City of Miami Department of Public Works (MDPW)
 - City of Coral Gables Department of Public Works (CGDPW)
 - City of South Miami Department of Public Works (SMDPW)
 - Florida Department of Transportation District 6 (FDOT D6)
 - South Florida Water Management District (SFWMD)
 - Florida Department of Environmental Protection (FDEP)
- It is our understanding that DTPW has performed soil tests along the Metrorail corridor, and test results showed levels of arsenic in the soil that are above allowable thresholds. DTPW has also be tested the groundwater for the presence of arsenic. The previously prepared soil/groundwater testing reports will be included as an appendix to the DBC.
- The presence of soil and/or groundwater contamination within the corridor and potential remediation requirements will impact the cost of the project and could limit the available methods of stormwater management. This scope of services will address stormwater criteria whether or not contamination is present. However, it is our understanding that
- the design/build contractor, after finalizing the design, will be required to work with DERM for soil and ground water contamination testing. They will coordinate strategies once the design is set and they will be responsible for the remediation.
- As part of the Preliminary DBC package, Kimley-Horn will include meeting minutes, phone memos, email summaries and other communications with the above agencies pertaining to stormwater management.

Proposed Potable Water Services:

- As part of this task, Kimley-Horn will meet with WASD representatives to discuss the process of applying for and securing water service from WASD. Records of conversations with WASD staff will be provided in the DBC along with online references to these procedures and related fees.

Sanitary Sewer Services:

- Sanitary sewer laterals will not be required for the Project.

Proposed “Dry” Utilities:

- It is our understanding that new electrical service for path/landscape lighting and traffic signals will be coordinated by others through FPL. It is assumed that no other dry utilities (telecom, gas, cable TV, etc.) are proposed on this project, and no coordination with utility owners/providers for providing new services is included in this scope of services.

Bicycle Trail Standards:

- Kimley-Horn will review the latest standards for bicycle facilities from FDOT, NACTO, MUTCD, AASHTO and others for recent updates to standards and development of new standards and compare with the criteria in the Underline Master Plan. Kimley-Horn will coordinate with staff from DTPW, FDOT and Friends of The Underline to update (if necessary) the standards to be applied to this phase of The Underline.

Task 6C - Preliminary Conceptual Intersection Improvements

The Consultant will provide conceptual layouts for bicycle and pedestrian path crossings at the intersections identified in “Exhibit B”; within 100 feet of said intersections including 100 feet on adjacent side streets, which will be referred to as the Intersection Limits (IL). A total of 24 signalized intersections and 11 un-signalized intersections will be analyzed and developed to a conceptual level as part of this Scope of Services, including layout details for twelve (12) special design intersections. The Preliminary Conceptual Intersections will include the following:

- Written narrative describing project goals, purpose and approach of the design criteria guidelines. The narrative will establish criteria for path layout including typical path dimensions, radii, grading and setbacks from Metrorail Structure, ADA accessibility and published bike trail guidelines.
- Plan sheets for all intersections showing pedestrian and bicycle path layout within IL.
- Signing and Pavement Marking layouts within IL.
- Proposed Signalization features within IL. These will be shown as approximate locations and can include features such as pedestrian/bike detectors, pedestrian signal heads, mast arms, control cabinets
- The conceptual intersections will be displayed in 11”x17” plan sheets where roadway, signing and marking and signalization features will be shown combined in a single sheet per intersection.
- Identify areas with existing site constraints. For the locations that require special analysis, Consultant will provide recommendations should ideal path crossing is not attainable.
- For each intersection, an analysis of the existing cross slopes along the side streets where the pedestrian and bike paths are crossing will be made. If needed, cross slope correction

will be identified and up to three (3) corrective measures will be recommended, including leaving the existing condition as is.

Assumptions:

- Pavement Design will be based on the Master Plan but will be updated and coordinated with FDOT, Miami-Dade County, City of Miami, City of South Miami, Coral Gables, or the maintaining agency applicable at each location
- Design Variations and Exceptions needed are to be applied for by contractor
- Quantities will not be shown on plans
- Project Network Control Sheet to be provided by surveyor.

Submittals and Meetings:

Once the plans have been developed to the preliminary conceptual level described above a submittal will be made to Miami-Dade Transportation Enhancements Department for their review and comment. After their comments are received, one (1) meeting will be held to discuss any unresolved comments. Once the comments have been closed, the Consultant will proceed to address the comments and submit the plans to FDOT, Miami-Dade County Public Works Traffic Signals and Signs Divisions (MDCTSSD) for signalized intersections only, Miami-Dade County Public Work Department (MDCPWD), City of Miami, City of Coral Gables, Miami-Dade County Transit and City of South Miami. The intersections submitted to each agency will be based on the agency having jurisdiction on each intersection.

In addition to the meetings listed above, up to four (4) meetings with developers and other MDC agencies will be attended.

After comments are received from each agency, the Consultant will review them and respond accordingly. One (1) meeting will be scheduled (as needed) with each agency to discuss any unresolved comments. After these meetings, the Consultant will proceed with preparation of the Final Conceptual Intersections.

Task 6D - Coordination with Electrical Utility Company

The Consultant will coordinate with the electrical utility company regarding relocations of existing poles, guy wires, transformers, etc., that may be needed to accommodate The Underline, and to provide electrical service points for the proposed Underline lighting and traffic signals.

Task 6 Deliverables

Upon the completion of Task 6, the Consultant will submit a Preliminary Design Criteria Package consisting of the following:

- Narrative including design criteria for the following:
 - Applicable bicycle facility standards as available
 - Path alignment, dimensions, geometry and clearances
 - Typical details for path materials and placement of hardscape, landscape, lighting, site furniture, signage and wayfinding
 - Metrorail setbacks and clearances
 - Stormwater management and potable water service
- Preliminary utility matrix

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- Minutes of meetings and records of coordination with agencies having jurisdiction
- Conceptual pedestrian and bicycle path layouts
- Planting list and acceptable planting combinations
- Potential impacts to existing structures, embankments and other existing features where space limitations impact the path alignment
- Product cut sheets for off-the-shelf products
- Conceptual layouts of the roadway intersection crossings
- Coordination with electrical utility company
- Preliminary Opinion of Probable Costs

The Client will review the foregoing submissions and make appropriate comments to be incorporated into a Final Design Criteria Package.

TASK 7 - FINAL DESIGN CRITERIA PACKAGE

Upon receipt of preliminary design criteria package comments from agencies having jurisdiction, the Consultant will adjust the design criteria package to incorporate findings, data collection and critical design comments provided during Task 6.

During this task, the Consultant will provide attendance by one (1) Civil Engineer, one (1) Roadway Engineer and one (1) Landscape Architect, to up to two (2) monthly meetings with the Client to discuss the progress of the work.

In addition, during this task the Consultant will provide attendance by one (1) Civil Engineer, one (1) Roadway Engineer and one (1) Landscape Architect, to up to three (3) meetings with administrative staff from the following agencies:

- DTPW Transit Division
- Friends of the Underline
- MDC Parks, Recreation and Open Spaces (MDC PROS)
- Miami-Dade County MPO
- City of Miami Planning Department
- City of Miami Capital Improvements and Transportation
- FDOT District 6
- City of Coral Gables
- City of South Miami

The Final Design Criteria phase will result in the submission of one (1) Final Design Criteria Package for design-build bidding consisting of the following:

Task 7A - Final Landscape Architecture Design Criteria

- Final Design Narrative, including:
 - Applicable bicycle facility standards
 - Path alignment, dimensions, geometry and clearances
 - Typical details for path materials and placement of hardscape, landscape, lighting, site furniture, signage and wayfinding
- Final Schematic Design Level Hardscape plan including:

- pedestrian and bicycle path layouts
- site furniture
- wayfinding features
- site lighting
- Criteria for Metrorail setbacks and clearances
- Criteria for path layout and approaches to intersections
- Potential impacts to existing embankments or curb alignments where space limits path alignment
- Design criteria and typical details for path materials and placement of lighting, furniture, plantings, signage and wayfinding
- Planting list and acceptable planting combinations
- Product cut sheets for off-the-shelf products
- The Client will review the foregoing submission and make appropriate comments to be incorporated into a final round of design revisions.

Task 7B - Final Civil Engineering Design Criteria

Existing Utility Coordination:

- Update the Utility Matrix to include all responses and information provided by utility owners/providers.
- Include a PDF file containing all utility records received to date as an appendix to the DBC Package.
- Map the locations of existing utilities and other information received in the Project Base CAD File, which will be used as background for the preparation of the Underline path layout

Stormwater Management:

- Based on coordination with regulatory agencies during Task 6, the Consultant will put together criteria for design of stormwater collection, retention/detention, pre-treatment, discharge and/or overflow. The DBC will also include readily-available standard details, specifications and/or references to online standards for stormwater improvements from the above agencies.
- Using the geotechnical report provided by the Client, Kimley-Horn will perform preliminary stormwater management calculations for typical segments of The Underline in order to provide a projected order of magnitude for stormwater improvements to potential bidders for the design-build contract.

Proposed Potable Water Services:

- As part of the project, Kimley-Horn will provide standard details and specifications from the Miami-Dade Water and Sewer Department (WASD) for potable water service connections to feed outdoor drinking fountains and hose bibs (for maintenance use). The proposed water services are assumed to be a maximum of 2-inch diameter, and each will include an irrigation meter and backflow prevention device in accordance with WASD standards. The DBC will include the locations of existing WASD water mains in proximity to the project, from

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where the water services can be connected. It will also indicate where public water main extensions may be required.

Bicycle Trail Standards:

- Based on coordination during Task 6, Kimley-Horn will provide criteria for minimum design speed, stopping sight distance, horizontal and vertical alignment, ADA accessibility, minimum horizontal radii, and other geometric and dimensional criteria for the bicycle and pedestrian paths. The DBC will also provide minimum setbacks from the Metrorail facilities as specified by Miami-Dade DTPW.

Task 7C - Final Conceptual Intersection Improvements

- Upon receipt of design comments from all agencies having jurisdiction, the Consultant will adjust the Design Criteria package and Conceptual Intersections to incorporate the comments as agreed during Task 6, or update items based on final approvals received during Phase I and/or Phase II.
- After the plans have been updated, the Consultant will submit the plans to FDOT, Miami-Dade County Public Works Traffic Signals and Signs Divisions (MDCTSSD) for signalized intersections only, Miami-Dade County Public Work Department (MDCPWD), City of Miami, City of Coral Gables, Miami-Dade County Transit and City of South Miami. The intersections submitted to each agency will be based on the agency having jurisdiction over each intersection.
- After comments are received from each agency, the Consultant will review them and respond accordingly. One (1) meeting will be scheduled (as needed) with each agency to discuss any unresolved comments. After these meetings, the Consultant will proceed to the close of Task 7C.
- The Client will review the foregoing submissions and make appropriate comments to be incorporated into a final round of design revisions.

Task 7D - Coordination with Electrical Utility Company

The Consultant will coordinate with the electrical utility company regarding relocations of existing poles, guy wires, transformers, etc., that may be needed to accommodate The Underline, and to provide electrical service points for the proposed Underline lighting and traffic signals.

Task 7 Deliverables

Upon the completion of Task 7, the Consultant will submit a Final Design Criteria Package consisting of the following:

- Final Design Narrative
- Updated utility matrix and available utility records
- Existing conditions plans, including locations of existing utilities
- Schematic design-level pedestrian and bicycle path layouts, including locations of site furniture and site lighting

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- Planting list and acceptable planting combinations
- Product cut sheets for off-the-shelf products
- Schematic design-level layouts of the roadway intersection crossings
- Coordination with electrical utility company
- Updated Opinion of Probable Construction Costs

TASK 8 - MEETINGS & COORDINATION WITH PRIVATE SECTOR & PUBLIC AGENCIES

As part of the design process, the Consultant will prepare for and attend meetings and participate in phone calls with representatives of private sector projects directly adjacent to the Underline corridor. In addition, the Consultant will prepare for and attend meetings and participate in phone calls with public agencies and municipalities having jurisdiction. This task is limited to a total of 320 staff-hours.

If any unforeseen concerns arise which require additional meetings and coordination over the 320 staff-hours, this will be considered an additional service and discussed with the Client prior to proceeding.

TASK 9 - SITE LIGHTING DESIGN CRITERIA PACKAGE

The Consultant will utilize a Sub-Consultant to prepare site lighting design criteria package. This task will be performed by HLB Lighting Design, a specialty lighting sub-consultant, and consisting of the following:

Task 9A - Preliminary Design Criteria Package

- Participate in design conferences with the Owner, Client and other Consultants to discuss project concepts.
- Illumination criteria, project cost guidelines and schedule parameters.
- Meetings: ten (10) hours of local meetings, teleconferences, or web-based conferences
- One (1) meeting in Miami.
- Prepare electric lighting calculations for typical representative space types as required for in-house verification of design concepts. Calculations are used as a design tool to study quality and quantity of luminaires and are not intended to create photo-realistic presentation renderings.
- Prepare typical design layouts of proposed lighting on backgrounds provided by the Consultant.
- Prepare a preliminary luminaire selection/schedule and luminaire cuts and/or sketch recommendations for architectural mounting details.
- Prepare control strategy requirements to meet current Florida Building Code.
- Prepare a design basis report outlining the overall lighting guidelines and design criteria. The report may discuss for each area type: lighting design considerations, existing conditions, design criteria, photometric reports, sustainable criteria, target light levels, technology and sources, color temperature, luminaire budget, control intent and may also

include diagrams and representative precedent imagery, rendered plans and elevations, and other visual presentation elements required for communication of the lighting design conditions and proposed approach.

- Assistance with establishing allowances or budgetary probable costs (material costs only) of specified luminaires to the Consultant for preparation of a preliminary cost estimate by others.

Task 9B - Final Design Criteria Package

- Participate in design conferences with the Owner, Client and other Consultants to discuss project concepts
- Illumination criteria, project cost guidelines and schedule parameters.
- Meetings: eight (8) hours of local meetings, teleconferences, or web-based conferences
- One (1) meeting in Miami.
- Provide design and layouts of proposed luminaires for entire bike and pedestrian path in 2D AutoCAD format.
- Electronic layers of lighting equipment, types and control zones will be provided for incorporation into the Architect's and Engineer's documents.
- Prepare final luminaire selection/schedule and luminaire cuts and/or sketch recommendations for architectural mounting details.
- Prepare reviews of Final Design Criteria package as related to the lighting.
- Review and comment of opinion of probable costs prepared by opinion of probable costs Sub-Consultant.

Sub-Consultant's scope of work does not include smart lighting control system design, DOT roadway lighting impact assessment of existing or proposed future lighting standards/locations, roadways, tunnels, bridges, site signage, specialty exhibition lighting, or on grade parking lighting.

TASK 10 - OPINION OF PROBABLE CONSTRUCTION COSTS

The Consultant will utilize a Sub-Consultant to provide opinion of probable costs services. This task will be performed by Construction Management Services, Inc., an opinion of probable costs sub-consultant and consisting of the following:

Opinion of Probable Costs: The Sub-Consultant will prepare schematic design level opinion of probable costs for the proposed improvements as follows:

- Preliminary Design Criteria Package Opinion of Probable Costs
- Final Design Criteria Package Opinion of Probable Costs

TASK 11 - SUB-CONSULTANT COORDINATION AND MANAGEMENT

During Tasks 1 through 11, Kimley-Horn will manage and coordinate with the various Sub-Consultants working on the project regarding the scope of work, deliverables, Client comments and communications, meetings, progress of work, schedule and billings.

TASK 12 - ASSISTANCE DURING PROCUREMENT OF THE DESIGN-BUILD CONTRACT

Following completion of the Final Design Criteria package, and upon DTPW's securing of funding for construction, DTPW will submit the Design Criteria Package for advertisement of the design-build contract and begin the procurement phase of the design-build contract. During this phase, the Consultant will assist DTPW on an "as needed" basis by providing the following services:

- Respond to questions submitted in writing by the potential bidders relating specifically to the intent of the Design Criteria.
- Review the three lowest responsive/responsible bids for conformance with Design Criteria.
- Attendance to local meetings or conference calls. Long distance travel expenses will be invoiced as an additional service.
- The Consultant will not be responsible for providing recommendations with respect to the selection of the design-build team.

TASK 13 - ASSISTANCE DURING DESIGN-BUILD PHASE

After the design-builder is selected by DTPW, and during the design phase of the project, the Consultant will assist DTPW on an "as needed" basis by providing the following services:

- Respond in writing to questions and requests for clarifications from the design-builder
- Review the designs developed by the design-build team with respect to the intent of the design criteria at 60% 90% and 100% completion levels. The Consultant's review of the plans will only be for substantial conformance with the Design Criteria Package and to provide comments to DTPW. the Consultant does not assume any responsibility for the preparation, adequacy, suitability, performance, quality and completeness of the final design.
- During construction of the Project, the Consultant will provide the following services:
- Review and provide written responses to questions and requests for clarifications from the design-build team.
- Review and provide recommendations with respect to material and shop drawing submittals, and assist DTPW as related to the design criteria package.
- Attendance to local meetings or conference calls. Long distance travel expenses will be invoiced as an additional service.
- Consultant shall not control, be in charge of, or assume any responsibility for means and methods, techniques, sequences, procedures and safety programs of the design-build team, or for the final construction of the work in accordance with the approved final design.

SCHEDULE

To be provided in a separate document.

INFORMATION TO BE PROVIDED BY CLIENT

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Consultant during the project, including but not limited to the following:

- Access to the project area and notifications to all associated parties of the proposed date and time of the proposed field activities. This will include access to the facility during non-business hours
- Existing right of way data in electronic AutoCAD format
- Existing as-built information
- Existing NEPA report and testing information

PROJECT ASSUMPTIONS

The scope of services and fees are based on the following assumptions:

- At DTPW's request, this proposal includes services during bidding and procurement of the design-build contract as well as during design and construction of the project by the selected design-builder, limited to reviewing the design-builder's plans at specified intervals and responding to inquiries pertaining to the intent of the DBC as limited per tasks 12 & 13 of this scope of services.
- Design services related to evaluation or improvements to existing bridges, canal crossings or embankments are not part of this scope of services. However, improvements to the existing pedestrian bridges will be addressed as a narrative that will identify bridge materials, span, width, lighting, alignment, etc. Structural engineering design for the proposed bridges is not part of this scope of services since structural engineering design will be required to be provided by the selected design-build contractor as part of their scope of work.
- The Client will provide the Consultant with the available Right-of-Way data of the area in AutoCAD digital format before commencing the survey work.
- Value engineering is not part of this scope of services. There are budgets for each of the phases and the design criteria package must attempt to keep within those budgets. Once the project goes out to bid, if there are cost savings initiatives opportunities, offered by the selected design/build contractor, these opportunities will be evaluated by Friends of The Underline and DTPW.
- The Consultant will provide bicycle path and pedestrian path layouts within the project limits. Hardscape, landscape and site furniture layout plans for each of the character zones identified in the master plan - "Nature & Play", "Art & Craft Incubator", "Green Tech" and "Active Recreation" is not part of this scope of services.
- Typical details or specifications developed by JCFO during design of "The Underline Brickell Backyard Demonstration Project" (Phase I) will be incorporated into the DBC.

- Services associated with platting, zoning agreements, easements, and covenants for maintenance of proposed non-standard improvements within public right-of-way, if needed, will be prepared and coordinated by DTPW and is not part of this scope of services.
- Technical proposal requirements, bid package requirements, boiler-plate documents, attachments, schedules of values and any other documents needed to procure and evaluate the design-build RFP will be provided by DTPW. Consultant will review the owner-provided documents and make revisions to provide a seamless, coordinated bid package.
- Art in Public Places evaluation and coordination is not part of this scope of services. However, the DCP will identify locations within the corridor where art can be placed.
- Engineering studies, design, calculations, modeling, simulations, operational impacts, or land usage recommendations are not part of this scope of services.
- LEED coordination is not a part of this scope of services. Sustainability, by itself, is part of the project as this is a linear park. Phases 1 and 2 of the Underline do not specifically address this; however, planting materials are identified as native species and drainage is self-contained within the site.
- Coordination with adjacent private developments and property owners will be limited to areas within the public right-of-way as part of the Project limits and scope only, and limited to the meetings listed in Task 8 of the project scope. Attendance to additional meetings can be provided as additional services.
- The DBC will identify areas where cross-sectional restrictions exist and there is insufficient space to accommodate the Project as defined in the Underline Framework Plan. As part of the meetings described in this Scope of Services, the Consultant will coordinate with the right-of-way owners to determine where additional right-of-way is needed and how much may be acquired by DTPW. If right-of-way limitations cannot be overcome the Consultant will coordinate with DTPW to provide an alternate cross-section as an additional service.
- Assistance with the process of right-of-way or easement acquisitions is not part of this scope of services.
- Fairchild Botanical Gardens served as horticultural advisor during Phase 1 of The Underline, as coordinated by Friends of the Underline. It is assumed that the DBC team will be allowed to continue coordinating work with Fairchild during Phases 3 thru 9 of The Underline as it relates to recommended planting species. Therefore, fees for horticulturalists, certified arborists and/or planting specialists are not part of this scope of services.
- Consultant assumes that all information provided by the City, County, State, and Design Team can be relied upon in the performance of professional services and it will include those items described in the scope above and the requirements of 62B-33 F.A.C.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Preparation of design, permitting and/or construction documents beyond design criteria

- Preparation of technical specifications
- Design criteria for programmed spaces/amenities such as gardens, playgrounds, sports, etc.
- Certified arborist services
- Design of donor recognition signage
- Permitting of any kind, or coordination with permitting agencies beyond those meetings listed in the above Scope of Services
- Signed and sealed drawings
- Renderings, development of 3-D models, physical models and animations
- Operations and maintenance planning
- Art and programing planning and curation
- Security design and consulting
- Value engineering
- Additional coordination beyond the meetings listed in the Scope of Services
- Mechanical, electrical, plumbing and/or structural engineering (including signal mast arms)
- Level I and Level II environmental site assessments
- Any work associated with LEED certification or sustainable sites
- Irrigation design
- Wireless lighting control system design: Control narrative and specification
- Analysis and calculations associated with light trespass for new and existing conditions (including Community Board meetings, presentations, site lighting survey of surrounding neighborhood)
- Translation of PDF drawings into AutoCAD format
- Services associated with the relocation or adjustment of existing utilities
- Sub-surface Utility Exploration (SUE) services
- Utilities and storm water modeling and analyses
- Assistance with easement acquisitions, property boundary and/or right-of-way line realignments
- Preparation of traffic control plans for construction
- Traffic analysis including signal warrants, no-right-turn-on-red analysis, time for queue length analysis, operational analysis, and system timing will not be provided
- Design of new traffic signals or signal modification plans
- Vertical information such as roadway profiles or cross-sections
- Structural engineering evaluation and design services
- Work involving areas outside the defined Project Limits
- Any services not specifically identified in the Scope of Services

FEES AND BILLING

LUMP SUM LABOR TASKS

The Consultant will perform the services specifically outlined in Tasks 1 through 11 of this scope for the lump sum labor fee of \$1,818,276.83 plus expense basis, as shown below. Individual task amounts are informational only.

<u>Task</u>	<u>Description</u>	<u>Labor Fees</u>
1	Topographic Survey.....	\$257,931.00
2	Geotechnical Engineering Services	\$22,355.48
3	Cultural Assessment Services	\$62,936.24
4	Environmental Engineering Services	\$75,335.96
5	Site Ride-Through and Project Initiation	\$49,665.58
6	Preliminary Design Criteria Package.....	\$716,958.04
7	Final Design Criteria Package.....	\$390,538.20
8	Meetings and Coordination with Private Sector and Public Agencies.....	\$63,449.34
9	Site Lighting Design Criteria Package (Preliminary and Final).....	\$47,813.67
10	Opinion of Probable Construction Costs.....	\$52,084.09
11	Sub-Consultant Coordination and Management	\$79,209.23
Total Lump Sum Labor Fee:		\$1,818,276.83

HOURLY NOT TO EXCEED TASKS

The Consultant will perform the services specifically outlined in Tasks 12 and 13 of this scope to be performed on an hourly not to exceed time and materials plus expenses basis with the maximum labor fee of \$76,591.27, as shown below. Labor fee will be billed on an hourly basis according to our then-current rates.

<u>Task</u>	<u>Description</u>	<u>Time and Materials – Hourly-Not-To-Exceed</u>
12	Assistance During Procurement of the Design-Build Contract	\$51,618.32
	(Assumes total of 7 phases bid separately, +/- \$7,374.04 per phase)	
13	Assistance During Design-Build Phase	\$24,972.95
	(Assumes total of 7 phases built separately, +/- \$3,567.56 per phase)	
Total Hourly Not to Exceed Labor Fee:		\$76,591.27

REIMBURSABLE EXPENSES TASK

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, large format reproductions (larger than 11" x 17"), and other direct expenses will be billed at cost. Expenses for the project such as in-house duplicating, facsimile, local mileage, telephone, postage, in-house blueprinting, and word-processing are included in the lump sum fees. Technical use of computers for design, analysis, GIS, and graphics, etc., will be included in the labor fees.

Total Reimbursable Expenses: **\$5,000.00**

TOTAL LUMP SUM LABOR + HOURLY + REIMBURSABLE EXPENSES: **\$1,899,868.10**

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to the Design Criteria Package-7 Segments Project, Contract No. CIP196-DTPW18-DE and ISD Project No. E18-DTPW-08, which is incorporated by reference. As used in the Agreement, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Miami-Dade County Transportation and Public Works Department.

To expedite invoices and reduce paper waste, Kimley-Horn submits invoices via email in PDF format. We can also mail hardcopies if requested. Please provide the following information:

Please email all invoices to: _____

Please copy: : _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below and retain one copy. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jorge L. Fernandez, P.E.
Vice President

Agreed to this _____ day of _____, 2019

MIAMI-DADE COUNTY TRANSPORTATION AND PUBLIC WORKS DEPARTMENT

By:

X _____
(Signature)

(Date)

(Print or Type Name and Title)

(Email Address)

Witness:

X _____
(Signature)

(Print or Type Name and Title)

Official Seal:

Client's Federal Tax ID:

Client's Business License No.:

Client's Street Address:

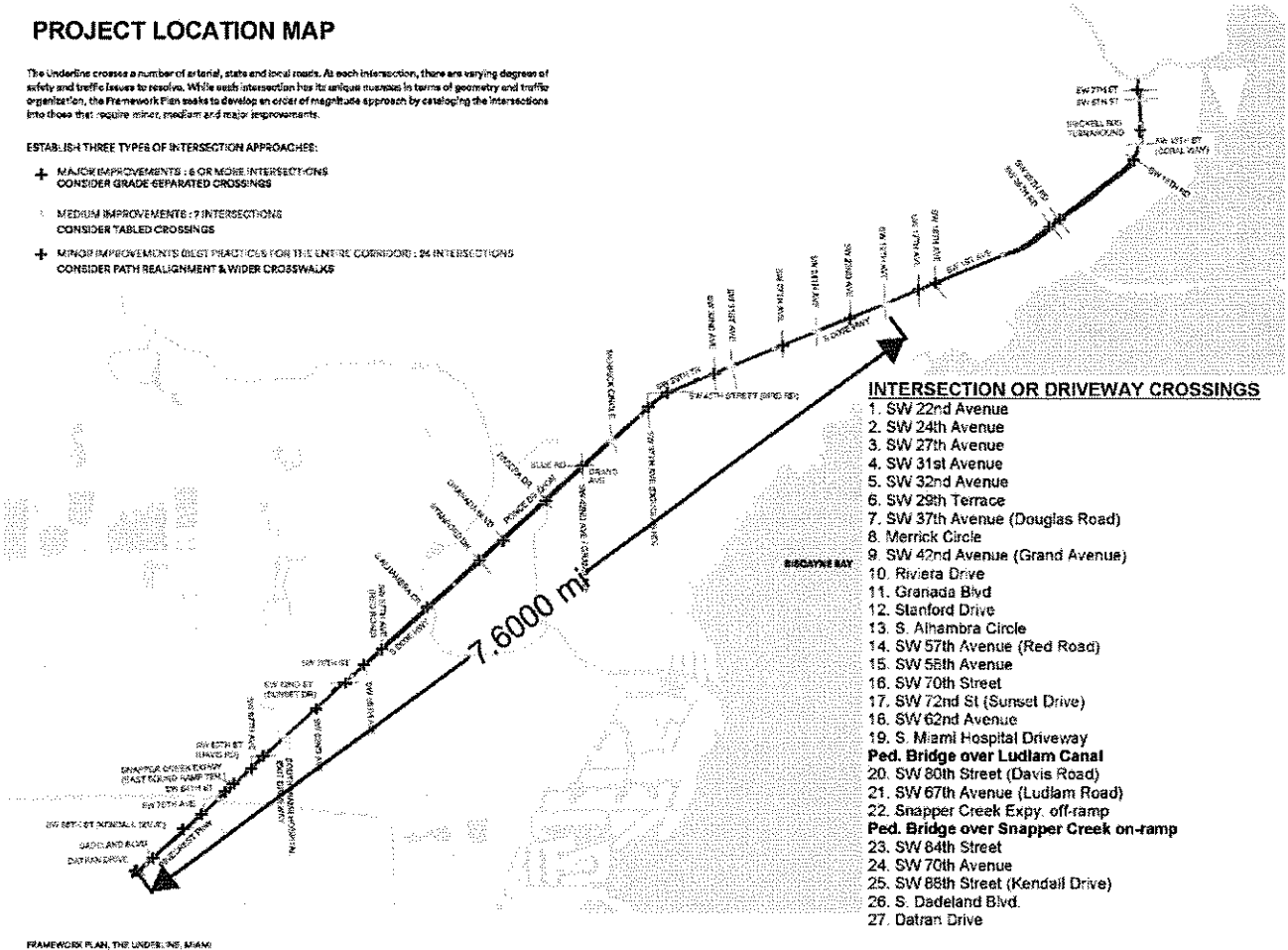
EXHIBIT A: PROJECT LOCATION MAP

PROJECT LOCATION MAP

The Underline crosses a number of arterial, state and local roads. At each intersection, there are varying degrees of safety and traffic issues to resolve. While each intersection has its unique nuances in terms of geometry and traffic organization, the Framework Plan seeks to develop an order of magnitude approach by categorizing the intersections into those that require minor, medium and major improvements.

ESTABLISH THREE TYPES OF INTERSECTION APPROACHES:

- + MAJOR IMPROVEMENTS : 6 OR MORE INTERSECTIONS
CONSIDER GRADE SEPARATED CROSSINGS
- MEDIUM IMPROVEMENTS : 7 INTERSECTIONS
CONSIDER TABLED CROSSINGS
- + MINOR IMPROVEMENTS (BEST PRACTICES FOR THE ENTIRE CORRIDOR) : 24 INTERSECTIONS
CONSIDER PATH REALIGNMENT & WIDER CROSSWALKS



INTERSECTION OR DRIVEWAY CROSSINGS

1. SW 22nd Avenue
2. SW 24th Avenue
3. SW 27th Avenue
4. SW 31st Avenue
5. SW 32nd Avenue
6. SW 29th Terrace
7. SW 37th Avenue (Douglas Road)
8. Merrick Circle
9. SW 42nd Avenue (Grand Avenue)
10. Riviera Drive
11. Granada Blvd
12. Stanford Drive
13. S. Alhambra Circle
14. SW 57th Avenue (Red Road)
15. SW 58th Avenue
16. SW 70th Street
17. SW 72nd St (Sunset Drive)
18. SW 62nd Avenue
19. S. Miami Hospital Driveway
- Ped. Bridge over Ludlam Canal**
20. SW 80th Street (Davis Road)
21. SW 67th Avenue (Ludlam Road)
22. Snapper Creek Expy. off-ramp
- Ped. Bridge over Snapper Creek on-ramp**
23. SW 84th Street
24. SW 70th Avenue
25. SW 88th Street (Kendall Drive)
26. S. Dadeland Blvd.
27. Datan Drive

EXHIBIT B: PROPOSED INTERSECTION IMPROVEMENTS

Proposed Intersection Improvements

Signalized Intersections	
1	US 1 & Datan Drive
2	US 1 & Dadeland Blvd / SW 72 nd Court
3	US 1 & SW 88 th Street (EB)
4	US 1 & SW 70 th Avenue
5	US 1 & SW 84 th Street
6	US 1 & Snapper Creek Exp Off-ramp (NB)
7	US 1 & SW 67 th Avenue
8	US 1 & SW 80 th Street
9	US 1 & SW 62 nd Street
10	US 1 & SW 72 nd Street
11	US 1 & SW 70 th Street
12	US 1 & S Red Road/57 th Avenue
13	Ponce de Leon & S Alhambra Circle
14	Ponce de Leon & Stanford Drive
15	Ponce de Leon & Granada Boulevard
16	Ponce de Leon & Riviera Drive
17	US 1 & SW 42 nd Street/ S LeJeune Road
18	US 1 & Grand Avenue
19	US 1 & Ponce De Leon Boulevard
20	US 1 & SW 37 th Avenue
21	US 1 & SW 40 th Street
22	US 1 & McDonald Street
23	US 1 & SW 27 th Avenue
24	US 1 & SW 22 nd Avenue

Non-Signalized Intersections	
1	US 1 & SW 88 th Street (SB)
2	US 1 & Snapper Creek Exp Off-ramp (SB)
3	US 1 & Exit from South Miami Hospital
4	Driveway to S. Miami Metrorail Station
5	Ponce de Leon & Dickinson Drive
6	Ponce de Leon & Sagua Avenue
7	Ponce de Leon & San Amaro Drive
8	Ponce de Leon & East of Dickinson Drive
9	Ponce de Leon & George E Merrick Drive
10	US 1 & SW 31 st Street/Bridgeport Avenue
11	US 1 & SW 24 th Avenue

TASK TITLE	TOTAL COST
1 BUILD PROCUREMENT AND DESIGN BUILD CONSTRUCTION PHASES	\$ 76,591.27
VIRONMENTAL ENGINEERING, PRELIMINARY AND FINAL DESIGN CRITERIA PACKAGES, MEETINGS AND COORDINATION, SITE LIGHTING, OPINION OF PROBABLES COSTS, SUB-CONSULTANT COORD.	\$ 1,537,990.35
PENSES	\$ 5,000.00
MWM CONTRACT	\$ 257,991.00
VICES PER PVMW CONTRACT	\$ 22,355.48
GRAND TOTAL:	\$ 1,899,868.10

TASK TITLE	TASK DESCRIPTION	EMPLOYEE (Last Name, First MI)	CLASSIFICATION	COMPANY	DIRECT SALARY	MULTIPLIER
<input checked="" type="checkbox"/> Time and Materials						
Design/Build Phase	Assistance During Procurement of the Design Build Contract	Puig, George	Project Manager: 3	Kimley-Horn	\$ 70.20	3.22
Design/Build Phase	Assistance During Procurement of the Design Build Contract	Wisniewski, Matthew	Project Landscape Architect	Kimley-Horn	\$ 42.32	3.22
Design/Build Phase	Assistance During Procurement of the Design Build Contract	Jimenez, Juan	Chief Engineer: 1	Kimley-Horn	\$ 61.54	3.22
Design/Build Phase	Assistance During Procurement of the Design Build Contract	Almonte, Leonte	Engineer: Senior 1	Kimley-Horn	\$ 59.14	3.22
Design/Build Phase	Assistance During Construction of the Design Build Phase	Puig, George	Project Manager: 3	Kimley-Horn	\$ 70.20	3.22
Design/Build Phase	Assistance During Construction of the Design Build Phase	Wisniewski, Matthew	Project Landscape Architect	Kimley-Horn	\$ 42.32	3.22
Design/Build Phase	Assistance During Construction of the Design Build Phase	Jimenez, Juan	Chief Engineer: 1	Kimley-Horn	\$ 61.54	3.22
Design/Build Phase	Assistance During Construction of the Design Build Phase	Almonte, Leonte	Engineer: Senior 1	Kimley-Horn	\$ 59.14	3.22
<input checked="" type="checkbox"/> Lump Sum						
TASK TITLE	TASK DESCRIPTION	EMPLOYEE (Last Name, First MI)	CLASSIFICATION	COMPANY	DIRECT SALARY	MULTIPLIER
	Determination of APE	Carr, RS	Archaeologist	AHC	\$ 65.00	1.8C
	Archaeology	Carr, RS	Archaeologist	AHC	\$ 65.00	1.8C
	Historic Architecture	Day, JS	Historic Architect	AHC	\$ 75.00	1.8C
	Archaeology	Noe, A	Archaeological Tech	AHC	\$ 30.00	1.8C
	Photographer/Graphics	Harrington, T	Graphics Technician	AHC	\$ 35.00	1.8C
	Transmital to FDOT/SHPO	Day, JS	Historic Architect	AHC	\$ 75.00	1.8C
	Project Review/Coordination	Day, JS	Historic Architect	AHC	\$ 75.00	1.8C
Reports will be prepared for all seven segments (Segments 3-9) and that systemic testing is not required.						
	Categorical Exclusion Checklist Update	Paris, Jeremy	Senior Scientist	Wood	\$ 48.00	2.6E
	Categorical Exclusion Checklist Update	Altharaju, Ashok	Project Manager	Wood	\$ 49.00	2.6E
	Categorical Exclusion Checklist Update	Fraxedas, Rick	Senior Project Manager	Wood	\$ 75.00	2.6E
	Categorical Exclusion Checklist Update	Kearns, Mark	Project Scientist	Wood	\$ 38.00	2.6E
	Categorical Exclusion Checklist Update	Kanaklis, Maggie	Clerical	Wood	\$ 26.00	2.6E
NEPA reports for the project. The scope of work includes update of the existing NEPA Categorical Exclusions Checklist for each of the 7 segments.						
	Review Survey, Field Assessment of Survey, Prepare report	Puig, George	Project Manager: 3	Kimley-Horn	\$ 70.20	3.22
	Review Survey, Field Assessment of Survey, Prepare report	Fernandez, Jorge	Engineer: 2	Kimley-Horn	\$ 64.92	3.22
	Review Survey, Field Assessment of Survey, Prepare report	Almonte, Leonte	Engineer: Senior 1	Kimley-Horn	\$ 59.14	3.22
	Review Survey, Field Assessment of Survey, Prepare report	Misek, Kimberlee	Landscape Designer	Kimley-Horn	\$ 45.20	3.22
	Review Survey, Field Assessment of Survey, Prepare report	Whalen, Tom	Chief Designer	Kimley-Horn	\$ 49.04	3.22
	Review Survey, Field Assessment of Survey, Prepare report	Kaplan, Alexandra	Secretary/Clerical	Kimley-Horn	\$ 28.14	3.22
	Preliminary Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Puig, George	Project Manager: 3	Kimley-Horn	\$ 70.20	3.22
	Preliminary Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Wisniewski, Matthew	Project Landscape Architect	Kimley-Horn	\$ 42.32	3.22
	Preliminary Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Misek, Kimberlee	Landscape Designer	Kimley-Horn	\$ 45.20	3.22
	Preliminary Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Smy, Kelsie	Landscape Architect Intern	Kimley-Horn	\$ 31.02	3.22
	Preliminary Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Mekari, Olga	Design Intern	Kimley-Horn	\$ 18.00	3.22
	Preliminary Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Mingonet, Scott	Senior Landscape Architect	Kimley-Horn	\$ 75.00	3.22
	Preliminary Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Kaplan, Alexandra	Secretary/Clerical	Kimley-Horn	\$ 28.14	3.22
	Preliminary Civil Engineering Package- utility coord, stormwater, drainage	Fernandez, Jorge	Engineer: 2	Kimley-Horn	\$ 64.92	3.22
	Preliminary Civil Engineering Package- utility coord, stormwater, drainage	Pasken, Kenneth	Engineer: 1	Kimley-Horn	\$ 55.30	3.22
	Preliminary Civil Engineering Package- utility coord, stormwater, drainage	Ford, Jon	Senior Engineering Technician	Kimley-Horn	\$ 37.98	3.22
	Preliminary Civil Engineering Package- utility coord, stormwater, drainage	Whalen, Tom	Chief Designer	Kimley-Horn	\$ 49.04	3.22
	Preliminary Civil Engineering Package- utility coord, stormwater, drainage	Fuentes, Juan	Engineer: 1	Kimley-Horn	\$ 57.70	3.22
	Preliminary Civil Engineering Package- utility coord, stormwater, drainage	Jimenez, Juan	Chief Engineer: 1	Kimley-Horn	\$ 61.54	3.22

DTPW CONTRACT NO.:		CIP 196-DTPW18-DE		CONSULTANT'S NAME:		Kimley-Horn and Associates, Inc.	
Package	Preliminary Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Whalen, Tom	Chief Designer	Kimley-Horn	\$	49.04	3.22
Package	Preliminary Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Almonte, Leonte	Engineer: Senior 1	Kimley-Horn	\$	59.14	3.22
Package	Preliminary Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Ford, Jon	Senior Engineering Technician	Kimley-Horn	\$	37.98	3.22
Package	Preliminary Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Baldo, Burt	Chief Engineer: 1	Kimley-Horn	\$	75.00	3.22
Package	Preliminary Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Robertson, Stewart	Engineer: Senior 1	Kimley-Horn	\$	72.12	3.22
Package	Preliminary Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Kaplain, Alexandra	Secretary/Clerical	Kimley-Horn	\$	28.14	3.22
Package	Coordination with FPL regarding existing points of connection, guy wires, poles, etc.	Larsen, Bryan	Engineer: 1	Kimley-Horn	\$	45.92	3.22
Package	Final Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Puig, George	Project Manager: 3	Kimley-Horn	\$	70.20	3.22
Package	Final Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Wisniewski, Matthew	Project Landscape Architect	Kimley-Horn	\$	42.32	3.22
Package	Final Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Misek, Kimberlee	Landscape Designer	Kimley-Horn	\$	45.20	3.22
Package	Final Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Szy, Kelsie	Landscape Architect Intern	Kimley-Horn	\$	31.02	3.22
Package	Final Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Mekari, Olga	Design Intern	Kimley-Horn	\$	18.00	3.22
Package	Final Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Mingonet, Scott	Senior Landscape Architect	Kimley-Horn	\$	75.00	3.22
Package	Final Landscape Architecture Package- paths layout, hardscape, landscape, site furniture	Kaplain, Alexandra	Secretary/Clerical	Kimley-Horn	\$	28.14	3.22
Package	Final Civil Engineering Package- utility coord, stormwater, drainage	Fernandez, Jorge	Engineer: 2	Kimley-Horn	\$	64.92	3.22
Package	Final Civil Engineering Package- utility coord, stormwater, drainage	Pashen, Kenneth	Engineer: 1	Kimley-Horn	\$	55.30	3.22
Package	Final Civil Engineering Package- utility coord, stormwater, drainage	Ford, Jon	Senior Engineering Technician	Kimley-Horn	\$	37.98	3.22
Package	Final Civil Engineering Package- utility coord, stormwater, drainage	Whalen, Tom	Chief Designer	Kimley-Horn	\$	49.04	3.22
Package	Final Civil Engineering Package- utility coord, stormwater, drainage	Fuentes, Juan	Engineer: 1	Kimley-Horn	\$	57.70	3.22
Package	Final Civil Engineering Package- utility coord, stormwater, drainage	Jimenez, Juan	Chief Engineer: 1	Kimley-Horn	\$	61.54	3.22
Package	Final Civil Engineering Package- utility coord, stormwater, drainage	Kaplain, Alexandra	Secretary/Clerical	Kimley-Horn	\$	28.14	3.22
Package	Final Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Barandica, Alexander	Engineering Intern	Kimley-Horn	\$	41.60	3.22
Package	Final Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Whalen, Tom	Chief Designer	Kimley-Horn	\$	49.04	3.22
Package	Final Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Almonte, Leonte	Engineer: Senior 1	Kimley-Horn	\$	59.14	3.22
Package	Final Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Ford, Jon	Senior Engineering Technician	Kimley-Horn	\$	37.98	3.22
Package	Final Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Baldo, Burt	Chief Engineer: 1	Kimley-Horn	\$	75.00	3.22
Package	Final Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Robertson, Stewart	Engineer: Senior 1	Kimley-Horn	\$	72.12	3.22
Package	Final Intersection Improv Package- Coordination with FDOT, Signing and Paving, Signalization	Kaplain, Alexandra	Secretary/Clerical	Kimley-Horn	\$	28.14	3.22
Package	Coordination with FPL regarding existing points of connection, guy wires, poles, etc.	Larsen, Bryan	Engineer: 1	Kimley-Horn	\$	45.92	3.22
Package	Meet and Coordinate with Private Sector and Public Sector Agencies	Puig, George	Project Manager: 3	Kimley-Horn	\$	70.20	3.22
Package	Meet and Coordinate with Private Sector and Public Sector Agencies	Wisniewski, Matthew	Project Landscape Architect	Kimley-Horn	\$	42.32	3.22
Package	Meet and Coordinate with Private Sector and Public Sector Agencies	Jimenez, Juan	Chief Engineer: 1	Kimley-Horn	\$	61.54	3.22
Package	Meet and Coordinate with Private Sector and Public Sector Agencies	Fernandez, Jorge	Engineer: 2	Kimley-Horn	\$	64.92	3.22
Package	Meet and Coordinate with Private Sector and Public Sector Agencies	Almonte, Leonte	Engineer: Senior 1	Kimley-Horn	\$	59.14	3.22
Package	Meet and Coordinate with Private Sector and Public Sector Agencies	Robertson, Stewart	Engineer: Senior 1	Kimley-Horn	\$	72.12	3.22
Package	Participate in design conferences with the Owner, Architect and other Consultants to discuss project concepts, illumination criteria, project cost guidelines and schedule parameters.	Veit, Adriennes	Project Manager	HLB	\$	67.55	2.94
Package	Prepare electric lighting calculations for typical representative space types as required for in-house verification of design concepts. Calculations are used as a design tool to study quality and quantity of luminaires and are not intended to create photo-realistic presentation renderings.	Horton, Barbara	Senior Project Manager	HLB	\$	75.00	2.94
Package	Prepare electric lighting calculations for typical representative space types as required for in-house verification of design concepts. Calculations are used as a design tool to study quality and quantity of luminaires and are not intended to create photo-realistic presentation renderings.	Veit, Adriennes	Project Manager	HLB	\$	67.55	2.94
Package	Prepare electric lighting calculations for typical representative space types as required for in-house verification of design concepts. Calculations are used as a design tool to study quality and quantity of luminaires and are not intended to create photo-realistic presentation renderings.	Garcia, Eduardo	Senior Designer	HLB	\$	33.65	2.94
Package	Prepare typical design layouts of proposed lighting on backgrounds provided by the Landscape Architect.	Horton, Barbara	Senior Project Manager	HLB	\$	75.00	2.94
Package	Prepare typical design layouts of proposed lighting on backgrounds provided by the Landscape Architect.	Veit, Adriennes	Project Manager	HLB	\$	67.55	2.94
Package	Prepare typical design layouts of proposed lighting on backgrounds provided by the Landscape Architect.	Garcia, Eduardo	Senior Designer	HLB	\$	33.65	2.94
Package	Prepare a preliminary luminaire selection/schedule and luminaire cuts and/or sketch recommendations for architectural mounting details.	Horton, Barbara	Senior Project Manager	HLB	\$	75.00	2.94

DTPW CONTRACT NO.:		CIP196-DTPW19-DE		CONSULTANT'S NAME:		Kimley-Horn and Associates, Inc.	
ITEM DESCRIPTION	QUANTITY	UNIT	COST/UNIT	CONTRACT NO.	UNIT	COST/UNIT	
Prepare control strategy requirements to meet 2017 Florida Building Code (scheduled to be adapted by end of 2017).		HLB	\$ 67.55	Project Manager		2.94	
Prepare control strategy requirements to meet 2017 Florida Building Code (scheduled to be adapted by end of 2017).		HLB	\$ 33.65	Senior Designer		2.94	
Prepare a design basis report outlining the overall lighting guidelines and design criteria. The report may discuss for each area type: lighting design considerations, existing conditions, design criteria, photometric reports, sustainable criteria, target light levels, technology and sources, color temperature, luminaire budget, control intent and may also include diagrams and representative precedent imagery, rendered plans and elevations, and other visual presentation elements required for communication of the lighting design conditions and proposed approach.		HLB	\$ 75.00	Senior Project Manager		2.94	
Prepare a design basis report outlining the overall lighting guidelines and design criteria. The report may discuss for each area type: lighting design considerations, existing conditions, design criteria, photometric reports, sustainable criteria, target light levels, technology and sources, color temperature, luminaire budget, control intent and may also include diagrams and representative precedent imagery, rendered plans and elevations, and other visual presentation elements required for communication of the lighting design conditions and proposed approach.		HLB	\$ 67.55	Project Manager		2.94	
Prepare a design basis report outlining the overall lighting guidelines and design criteria. The report may discuss for each area type: lighting design considerations, existing conditions, design criteria, photometric reports, sustainable criteria, target light levels, technology and sources, color temperature, luminaire budget, control intent and may also include diagrams and representative precedent imagery, rendered plans and elevations, and other visual presentation elements required for communication of the lighting design conditions and proposed approach.		HLB	\$ 33.65	Senior Designer		2.94	
Provide assistance with establishing allowances or budgetary probable costs (material costs only) of specified luminaires to the Architect for preparation of a preliminary cost estimate by others. It is assumed that the final budget prepared in Design Development is the agreed upon lighting budget if no other lighting budget direction is provided.		HLB	\$ 67.55	Project Manager		2.94	
Provide assistance with establishing allowances or budgetary probable costs (material costs only) of specified luminaires to the Architect for preparation of a preliminary cost estimate by others. It is assumed that the final budget prepared in Design Development is the agreed upon lighting budget if no other lighting budget direction is provided.		HLB	\$ 33.65	Senior Designer		2.94	
Participate in design conferences with the Owner, Architect and other Consultants to discuss project concepts, illumination criteria, project cost guidelines and schedule parameters.		HLB	\$ 67.55	Project Manager		2.94	
Provide design and layouts of proposed luminaires for entire bike and pedestrian path on 2D AutoCAD backgrounds provided by the Architect. Electronic layers of lighting equipment, types and control zones will be provided for incorporation into the Architect's and Engineer's documents.		HLB	\$ 75.00	Senior Project Manager		2.94	
Provide design and layouts of proposed luminaires for entire bike and pedestrian path on 2D AutoCAD backgrounds provided by the Architect. Electronic layers of lighting equipment, types and control zones will be provided for incorporation into the Architect's and Engineer's documents.		HLB	\$ 67.55	Project Manager		2.94	
Provide design and layouts of proposed luminaires for entire bike and pedestrian path on 2D AutoCAD backgrounds provided by the Architect. Electronic layers of lighting equipment, types and control zones will be provided for incorporation into the Architect's and Engineer's documents.		HLB	\$ 33.65	Senior Designer		2.94	
Prepare final luminaire selection/schedule and luminaire cuts and/or sketch recommendations for architectural mounting details.		HLB	\$ 33.65	Senior Designer		2.94	
Prepare final luminaire selection/schedule and luminaire cuts and/or sketch recommendations for architectural mounting details.		HLB	\$ 67.55	Project Manager		2.94	
Prepare reviews of final Design Guideline package as prepared by the Architect and his Consultants, and as related to the lighting. Time for one (1) reviews is included in the fee.		HLB	\$ 75.00	Senior Project Manager		2.94	
Prepare reviews of final Design Guideline package as prepared by the Architect and his Consultants, and as related to the lighting. Time for one (1) reviews is included in the fee.		HLB	\$ 67.55	Project Manager		2.94	
Review and comment of probable cost estimates prepared by cost estimator.		HLB	\$ 33.65	Senior Designer		2.94	
Review and comment of probable cost estimates prepared by cost estimator.		HLB	\$ 67.55	Project Manager		2.94	
Opinion of Probable Costs		CMS	\$ 67.12	Senior Project Manager		2.46	
Opinion of Probable Costs		CMS	\$ 44.87	Project Manager		2.46	
Opinion of Probable Costs		CMS	\$ 40.00	Senior Estimator		2.46	
Opinion of Probable Costs		CMS	\$ 67.12	Senior Project Manager		2.46	
Opinion of Probable Costs		CMS	\$ 44.87	Project Manager		2.46	
Opinion of Probable Costs		CMS	\$ 40.00	Senior Estimator		2.46	
Sub-Consultant Coordination		Kimley-Horn	\$ 70.20	Project Manager: 3		3.22	
Sub-Consultant Coordination		Kimley-Horn	\$ 42.32	Project Landscape Architect		3.22	
Management		Kimley-Horn	\$ 108.18	Principal		1.00	
Time and Materials							
Miscellaneous Reimbursable Expenses		T&M				1.00	
Miscellaneous Reimbursable Expenses		T&M				1.00	
ITEM DESCRIPTION		COMPANY:		PW CONTRACT NO.:		COST/UNIT	
Horizontal Project Network Control (HPNC) will be established on the Florida State Plane Coordinate System, East Zone, and		Avino & Associates		E15-DTPW-07			


CONSULTANT'S NAME:	Kimley-Horn and Associates, Inc.			
CIP196-DTPW18-DE				
DTPW CONTRACT NO.:				
<p>The Historic survey baseline and right of ways will be established as per recorded instruments including Department Right of Way Maps, platted and / or dedicated rights of ways, etc.</p> <p>Topographic and DTM Survey will be performed from right of way to right of way along the Metrorail corridor or to the first travel lane of US-1 when US-1 is directly abutting. Survey will extend approximately 100-ft along each side of all major intersecting side streets and 50-ft along minor. Above ground features and improvements, break-lines, high and low points will be located with sufficient density of points in order to create a DTM. Topographic features will be located including: existing lighting, pavement markings, trees, pedestrian ramps, driveways, visible above ground utilities, sodded and paved areas, pedestrian ramps, drainage structures, etc. Topographic / DTM Surveys will follow and meet all applicable standards & guidelines. Set benchmarks along the project route.</p> <p>Drainage and Sewer structures will be located. The survey will identify the type of structure, rim elevation, pipe invert elevation, pipe materials, direction, size and condition. Note: In cases where structure is full of water and or sediment, surveyor will visit said structures a maximum of 2 visits; if structures is still un-accessible, said structure will be noted as such in survey.</p> <p>Identify and recover existing survey base line points, block corners, lot corners, sections and quarter sections corners, side-streets, and all other key points that can provide evidence to our establishing of the historical baseline and Right of Way lines. All Right of Way lines, baselines lines and side-streets will be established as our field evidence determines.</p> <p>Work zone survey safety will be provided as required by applicable standards.</p> <p>PVC sheets will be prepared depicting set control points with their horizontal and vertical values (X, Y & Z), as well as station and off-set for the entire Metrorail Corridor.</p> <p>Note: Metrorail columns will be located. All existing trees and palms will be located and numbered showing location, height DBH/Caliper, canopy spread, species. As part of the Topographic survey a 3D model will be established, contours will be created at requested intervals. The 3D model will consist of 50-Cross sections and all break lines.</p>				
<p>Division Locations</p> <p>ets</p>	<p>LS</p> <p>LS</p> <p>LS</p> <p>LS</p> <p>LS</p> <p>LS</p>	<p>\$ 42,549.1</p> <p>\$ 71,713.1</p> <p>\$ 57,194.1</p> <p>\$ 32,854.1</p> <p>\$ 12,224.1</p> <p>16,354</p>		
ITEM DESCRIPTION	COMPANY:	PW CONTRACT NO.:	UNIT	COST/UNIT
Mobilization of Truck-Mounted Drill Rig (Within Miami-Dade)	Wingeter	E15-PWWM-08	Day	\$ 378.1
Standard Penetration Tests (SPT) per ASTM D-1586 from 0' to 50' depth each			Foot	\$ 21.1
Percolation Test - SPWMD Open Hole Test Method (Min. 6" Dia. In. 2 Tests)			Each	\$ 521.1
Safe Proofing of SPT Holes with Grout/Approved Methods			Foot	\$ 8.1
Engineering Technician to verify and coordinate drilling locations and coordinate with FL ONE DIG (811)			Hour	\$ 68.1
Engineering Technician to conduct Maintenance of Traffic during Drilling Operations			Hour	\$ 68.1
Geotechnical Engineering Evaluation & Report of Existing Soils			Hour	\$ 129.1



Memorandum



To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director 

Date: May 4, 2020

Re: CITT AGENDA ITEM 5B:
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST
RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE
AWARD OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE
COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL
ENGINEERING SERVICES FOR THE UNDERLINE – DESIGN CRITERIA PACKAGE –
7 SEGMENTS, CONTRACT NO. CIP196-DTPW18-DE, IN AN AMOUNT NOT TO
EXCEED **\$1,999,801.16**, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF
\$99,933.06; AND AUTHORIZE THE COUNTY MAYOR OR THE COUNTY MAYOR'S
DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE RIGHTS CONTAINED
THEREIN (**DTPW – BCC Legislative File No. 200370**) **NO SURTAX FUNDS
REQUESTED**

On April 30, 2020, the CITT voted (11-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 20-010. The vote was as follows:

Joseph Curbelo, Chairperson – Aye
Alfred J. Holzman, 1st Vice Chairperson – Aye
Oscar J. Braynon, 2nd Vice Chairperson – Aye

Glenn J. Downing, CFP® – Aye
Jose Jimenez – Aye
Hon. Anna E. Lightfoot-Ward, Ph.D. – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Absent
Robert Wolfarth – Aye

Ashley V. Gantt, Esq. – Aye
Prakash Kumar – Aye
Jonathan Martinez – Absent
Paul Schwiep, Esq. – Aye
L. Elijah Stiers, Esq. – Aye

c: Jennifer Moon, Deputy Mayor
Bruce Libhaber, Assistant County Attorney