OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# MEMORANDUM

MIAMI-DADE COUNTY

**Date:** January 21, 2010

**To:** Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

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

**Resolution No. R-40-10**

**From:** George M. Burgess
County Manager

**Subject:** Contract Award Recommendation in the Amount of $702,096.30 between Kimley-Horn and Associates, Inc. and Miami-Dade County for the People's Transportation Plan (PTP) Project Entitled SW 137 Avenue, from US-1 to SW 200 Street, Located within Commission District 8 (Project No. E06-PW-10 PTP; Contract No. 20040343)

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## Recommendation

This Recommendation for Award for Professional Services Agreement (PSA) Contract No. 20040343 has been prepared by the Public Works Department (PWD) and is recommended for approval. Proceeds from the Charter County Transit System Sales Surtax (the Surtax) will be used to fund this project, therefore, approval by the Board of County Commissioners (BCC) and the Citizens' Independent Transportation Trust (CITT) is required.

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

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

## Scope

| | |
|---|---|
| **PROJECT NAME:** | SW 137 Avenue, from US-1 to SW 200 Street |
| **PROJECT NO:** | E06-PW-10 PTP |
| **CONTRACT NO:** | 20040343 |
| **PROJECT DESCRIPTION:** | The Miami-Dade County PWD has the need to establish one (1) Non-exclusive Professional Services Agreement (PSA) to provide Master Planning, Public Involvement and Design Services in the preparation of complete construction plans for roadway and traffic operational improvements which may include, but are not limited to, new road construction, widening, resurfacing, drainage, raised median, curb and gutter, sidewalks, lighting, signalization, pavement markings, signage, bicycle facilities, new bridge and culvert crossings at canals. The total length of this project is 3.2 miles. |
| **PROJECT LOCATION:** | Along SW 137 Avenue, from US-1 to SW 200 Street |

| PROJECT SITES: | SITE # | LOCATION 1 | DIST | ESTIMATE | T-S-R |
|---|---|---|---|---|---|
| | #73348 | SW 137TH AVE and S DIXIE HWY | 8 | $702,096.30 | 56-27-39 |

**PRIMARY COMMISSION DISTRICT:** District 8 Katy Sorenson

**APPROVAL PATH:** Board of County Commissioners

**OCI A&E PROJECT NUMBER:** E06-PW-10 PTP

**USING DEPARTMENT:** Public Works Department

**MANAGING DEPARTMENT:** Public Works Department

**Fiscal Impact / Funding Source**

**OPERATIONS COST IMPACT / FUNDING:** This agreement is for design services. Once the project is constructed the estimated annual operation cost is approximately $63,106.00. The funding sources to be utilized are from the General Funds.

**MAINTENANCE COST IMPACT / FUNDING:** This agreement is for design services. Once the project is constructed the estimated annual maintenance cost is approximately $15,792.00. The funding sources to be utilized are from the General Funds, Stormwater Utility, and Secondary Gas Tax.

**LIFE EXPECTANCY OF ASSET:** The life expectancy is approximately 30 years.

| FUNDING SOURCE: | SOURCE | AMOUNT |
|---|---|---|
| | PTP revenues, including but not limited to the Charter County Transit System Sales Surtax, financing proceeds as listed in Ordinance No. 02-116, provision for implementation of the PTP. This contract, like all PTP contracts, will not be awarded without oversight of the Citizens' Independent Transportation Trust (CITT). The proposed improvements qualify under the allowable work categories included in the PTP Major Highway and Roadway Improvements Section. This site-specific project is included in the PTP Ordinance under the Board Requested Projects in Commission District 8. Any other applicable funding sources may subsidize this contract. | $702,096.30 |

**PTP FUNDING:** Yes

**GOB FUNDING:** No

**ARRA FUNDING:** No

| | | |
|---|---|---|
| **CAPITAL BUDGET PROJECTS:** | **CAPITAL BUDGET PROJECT # - DESCRIPTION** | **AWARD ESTIMATE** |
| | 604990 - WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET Book Page: 87 Funding Year: Proposed Capital Budget Book for FY 2009-10, as adopted, Prior Years' Funds (The total available funding for Prior Years' is $913,000.00). | $702,096.30 |
| | CAPITAL BUDGET PROJECTS TOTAL: | $702,096.30 |

**PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:**

| TYPE | CODE | DESCRIPTION |
|---|---|---|
| Prime | 3.02 | HIGHWAY SYSTEMS - HIGHWAY DESIGN |
| Other | 3.03 | HIGHWAY SYSTEMS - BRIDGE DESIGN |
| Other | 3.09 | HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION |
| Other | 3.10 | HIGHWAY SYSTEMS - LIGHTING |
| Other | 3.11 | HIGHWAY SYSTEMS - SIGNALIZATION |
| Other | 10.01 | ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES |

**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.

**NTPC'S DOWNLOADED:** 98

**PROPOSALS RECEIVED:** 16

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

**CONTINGENCY PERIOD:** 0 Days.

**IG FEE INCLUDED IN BASE CONTRACT:** Yes

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** $681,818.18

**BASE CONTRACT AMOUNT:** $638,269.36 As a result of the design services negotiation meeting between Miami-Dade County and Kimley-Horn and Associates, Inc., the base contract amount was reduced from $681,818.18 to $638,269.36.

| CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE): | TYPE | PERCENT | AMOUNT | COMMENT |
|---|---|---|---|---|
| | PSA | 10% | $63,826.94 | |
| **TOTAL DEDICATED ALLOWANCE:** | $0.00 | | | |
| **TOTAL AMOUNT:** | $702,096.30 | | | |

**Track Record / Monitor**

**SBD HISTORY OF VIOLATIONS:** None.

**EXPLANATION:** There were 16 proposals for this project. All 16 were evaluated at the First-Tier meeting on September 17, 2007. Only the top five (5) were short listed to the Second-Tier meeting. The five (5) finalists made presentations at the Second-Tier meeting on October 10, 2007 at which Kimley-Horn and Associates, Inc. (KHA) was selected as the successful consultant.

PWD has reviewed the Office of Capital Improvements (OCI) CIIS database and found the consultant has received 17 evaluations for a satisfactory performance score of 3.5 out of 4.0 possible points.

Negotiations were completed on November 13, 2007. Preparation and approval of the Contract Award Recommendation (CAR) and execution of the PSA began immediately thereafter. However, in June 2008 the CAR process was suspended before going to the respective committees for approval. This decision was made in anticipation of an unsolicited proposal to be submitted to PWD through OCI. The proposal for providing planning, design, financing, and construction services was received in December 2008.

PWD initiated the review and evaluation of the unsolicited proposal during which numerous questions, comments and concerns regarding the achievability and cost/benefits of this unsolicited proposal to Miami-Dade County were forwarded and discussed with the proposer, OCI and County Attorney Office (CAO). There were also various requests for clarification, additional information, and subsequent meetings pertaining to financing, land acquisition for right-of-way (ROW), scheduling, environmental permitting and mitigation, road and bridge cross-section and alignment.

Although the unsolicited proposal evaluation process is still ongoing, it would be prudent to continue the CAR process for approval to KHA in case the unsolicited proposal is eventually rejected. Regardless of the outcome of the unsolicited proposal, the agreement will allow for KHA to carry out the Project's Master Planning, Public Meetings, and Public Involvement Plan, which are not part of the unsolicited proposal. Further, this agreement is work order driven allowing the County to control the extent of work that is to be assigned to and carried out by KHA.

Throughout all PTP projects, the responsible staff person in PWD will

| | |
|---|---|
| | continue to be the PTP Coordinator, Mr. Frank Aira, P.E. Following completion of the award process, the project will be assigned to Ms. Jacqueline Alcina, E.I. Project Manager for day to day responsibilities. |
| **SUBMITTAL DATE:** | 8/24/2007 |
| **ESTIMATED NOTICE TO PROCEED:** | 2/1/2010 |
| **PRIME CONSULTANT:** | Kimley-Horn and Associates, Inc. |
| **COMPANY PRINCIPAL:** | Manny Then, P.E. |
| **COMPANY QUALIFIERS:** | Manny Then, P.E. |
| **COMPANY EMAIL ADDRESS:** | Manny.Then@Kimley-horn.com |
| **COMPANY STREET ADDRESS:** | 1691 Michigan Avenue - Suite 400 |
| **COMPANY CITY-STATE-ZIP:** | Miami, FL 33139 |
| **YEARS IN BUSINESS:** | 41 years |
| **PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS:** | According to the Firm History Report as provided by the Department of Small Business Development (SBD), the consultant has been awarded twelve (12) contracts totaling $11,715,306.67 plus change orders with a value of $300,000.00. |
| **SUBCONSULTANTS:** | Robayna and Associates, Inc.; Holt Communications, Inc. |
| **MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:** | No |
| **REVIEW COMMITTEE:** | **MEETING DATE:** 1/10/2007 **SIGNOFF DATE:** 1/22/2007<br>**RESUBMIT DATE:** 7/25/2007 **RESUBMIT SIGNOFF:** 7/25/2007 |
| **RESPONSIBLE WAGES:** | No |

**REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:**

| TYPE | GOAL | ESTIMATED VALUE | COMMENT |
|---|---|---|---|
| CBE | 25.00% | $175,524.08 | |
| CWP | 0.00% | 0 | Not Applicable |

| | | | |
|---|---|---|---|
| **MANDATORY CLEARING HOUSE:** | No | | |
| **CONTRACT MANAGER NAME / PHONE / EMAIL:** | Miguel Riera | (305) 375-5820 | rieram@miamidade.gov |
| **PROJECT MANAGER NAME / PHONE / EMAIL:** | Jacqueline Alcina | 305-375-2754 | alcina@miamidade.gov |

**Background**

**BACKGROUND:** This segment of roadway is included in the 137 Avenue Corridor Study sponsored by the Miami-Dade County Metropolitan Planning Organization (MPO) to evaluate the feasibility of making 137 Avenue the fourth north/south facility between Homestead and Central Miami-Dade. The project is also identified in the Transportation Improvement Program (TIP) and the Capital Budget Book and was specifically listed in the PTP as one of the Board requested improvement projects.

**DEPARTMENT FINANCE:** _____ 8/14/09 R-1041-09
**DEPT FINANCE OFFICER:** **DATE:**

**INDEX CODES:** CPEPTP308US1 9/29/09
99021

**BUDGET APPROVAL FUNDS AVAILABLE:** _____ 9-28-09
**OSBM DIRECTOR** **DATE**

**APPROVED AS TO LEGAL SUFFICIENCY:** _____ 10/22/09
**COUNTY ATTORNEY** **DATE**

**CAPITAL IMPROVEMENTS CONCURRENCE:** _____ 11-10-09
**OCI DIRECTOR** **DATE**

_____ 11-23-09
**ASSISTANT COUNTY MANAGER** **DATE**

**CLERK DATE** _____
**DATE**

# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

**DATE:** January 21, 2010

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

**SUBJECT:** Agenda Item No. 8(P)(1)(C)

**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**

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

_____ **No committee review**

✓ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____ ) 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(P)(1)(C)

1-21-10

RESOLUTION NO. **R-40-10**

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $702,096.30 BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND MIAMI-DADE COUNTY FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED SW 137 AVENUE, FROM US-1 TO SW 200 STREET, LOCATED WITHIN COMMISSION DISTRICT 8 (PROJECT NO. E06-PW-10 PTP; CONTRACT NO. 20040343)

**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 approves the Contract Award Recommendation in the amount of $702,096.30 between Kimley-Horn and Associates, Inc. and Miami-Dade County for the People's Transportation Plan (PTP) Project Entitled SW 137 Avenue, from US-1 to SW 200 Street, located within Commission District 8 (Project No. E06-PW-10 PTP; Contract No. 20040343) in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz** , who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan** and upon being put to a vote, the vote was as follows:

| | | | |
|---|---|---|---|
| Dennis C. Moss, Chairman | aye | | |
| Jose "Pepe" Diaz, Vice-Chairman | aye | | |
| Bruno A. Barreiro | aye | Audrey M. Edmonson | aye |
| Carlos A. Gimenez | aye | Sally A. Heyman | aye |
| Barbara J. Jordan | aye | Joe A. Martinez | aye |
| Dorrin D. Rolle | aye | Natacha Seijas | aye |
| Katy Sorenson | aye | Rebeca Sosa | aye |
| Sen. Javier D. Souto | absent | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of January, 2010. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

Hugo Benitez

STRATEGIC AREA: Transportation
DEPARTMENT: Public Works

******* FUNDED PROJECTS *******
(dollars in thousands)

**WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET** PROJECT # 604990

DESCRIPTION: Widen road from two to four lanes on three miles of roadway

LOCATION: SW 137 Ave from US-1 to SW 184 St
Unincorporated Miami-Dade County
DISTRICT LOCATED: 8
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 8 , 9

| REVENUE SCHEDULE: | PRIOR | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Charter County Transit System Surtax | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 |
| PTP Bond Program | 899 | 0 | 13,000 | 8,341 | 0 | 0 | 0 | 0 | 22,240 |
| **TOTAL REVENUE:** | **913** | **0** | **13,000** | **8,341** | **0** | **0** | **0** | **0** | **22,254** |

| EXPENDITURE SCHEDULE: | PRIOR | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Planning and Design | 913 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 913 |
| Construction | 0 | 0 | 13,000 | 8,341 | 0 | 0 | 0 | 0 | 21,341 |
| **TOTAL EXPENDITURES:** | **913** | **0** | **13,000** | **8,341** | **0** | **0** | **0** | **0** | **22,254** |

**WIDEN SW 160 STREET FROM SW 137 AVENUE TO SW 147 AVENUE** PROJECT # 603190

DESCRIPTION: Widen roadway from two lanes to four lanes on one mile of roadway

LOCATION: SW 160 St from SW 137 Ave to SW 147 Ave
Unincorporated Miami-Dade County
DISTRICT LOCATED: 9
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 8 , 9

| REVENUE SCHEDULE: | PRIOR | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Charter County Transit System Surtax | 93 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 93 |
| PTP Bond Program | 6,252 | 1,595 | 0 | 0 | 0 | 0 | 0 | 0 | 7,847 |
| **TOTAL REVENUE:** | **6,345** | **1,595** | **0** | **0** | **0** | **0** | **0** | **0** | **7,940** |

| EXPENDITURE SCHEDULE: | PRIOR | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Planning and Design | 449 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 449 |
| Construction | 5,896 | 1,595 | 0 | 0 | 0 | 0 | 0 | 0 | 7,491 |
| **TOTAL EXPENDITURES:** | **6,345** | **1,595** | **0** | **0** | **0** | **0** | **0** | **0** | **7,940** |

**WIDEN SW 162 AVENUE FROM SW 48 TERRACE TO SW 47 STREET (EDEN LAKES)** PROJECT # 602360

DESCRIPTION: Widen from 2 to 4 lanes

LOCATION: SW 162 Ave from SW 48 Terr to SW 47 St
Road Impact Fee District 5
DISTRICT LOCATED: 11
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 11

| REVENUE SCHEDULE: | PRIOR | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Road Impact Fees | 1,000 | 600 | 0 | 0 | 0 | 0 | 0 | 0 | 1,600 |
| **TOTAL REVENUE:** | **1,000** | **600** | **0** | **0** | **0** | **0** | **0** | **0** | **1,600** |

| EXPENDITURE SCHEDULE: | PRIOR | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 | 2014-15 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Construction | 1,000 | 600 | 0 | 0 | 0 | 0 | 0 | 0 | 1,600 |
| **TOTAL EXPENDITURES:** | **1,000** | **600** | **0** | **0** | **0** | **0** | **0** | **0** | **1,600** |

10

## BUDGET PROJECT 604990 - (As per 2008-2009 Approved Budget)

Project Title: 604990-WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET

Project Desc: Widen road from two to four lanes on three miles of roadway

| | Prior: | 08-09: | 09-10: | 10-11: | 11-12: | 12-13: | 13-14: | FUTURE: | Total: |
|---|---|---|---|---|---|---|---|---|---|
| CDP Revenue | 171,000 | 702,000 | 0 | 13,000,000 | 11,050,000 | 0 | 0 | 0 | 24,923,000 |
| CDP Expenditures | 171,000 | 702,000 | 0 | 13,000,000 | 11,050,000 | 0 | 0 | 0 | 24,923,000 |

Project Type: PTP Update Type

### CDP Project Revenue

| CDP Revenue: | Prior: | 08-09: | 09-10: | 10-11: | 11-12: | 12-13: | 13-14: | FUTURE: | Total: |
|---|---|---|---|---|---|---|---|---|---|
| Charter County Transi | 14,000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14,000 |
| People's Transportati | 157,000 | 702,000 | 0 | 13,000,000 | 11,050,000 | 0 | 0 | 0 | 24,909,000 |

### CDP Project Milestones

| CDP Milestone: | Prior: | 08-09: | 09-10: | 10-11: | 11-12: | 12-13: | 13-14: | FUTURE: | Total: |
|---|---|---|---|---|---|---|---|---|---|
| Planning/Design | 171,000 | 702,000 | 0 | 0 | 0 | 0 | 0 | 0 | 873,000 |
| Construction | 0 | 0 | 0 | 13,000,000 | 11,050,000 | 0 | 0 | 0 | 24,050,000 |

### CIIS Site Funding Info

| SITE / Location: | Prior: | 08-09: | 09-10: | 10-11: | 11-12: | 12-13: | 13-14: | FUTURE: | Total: |
|---|---|---|---|---|---|---|---|---|---|
| 73348-SW 137TH AVE and S DIXIE HWY | 171,000 | 742,000 | 0 | 13,000,000 | 8,341,000 | 0 | 0 | 0 | 22,254,000 |

| | Recs: | 05-06: | 06-07: | 07-08: | 08-09: | 09-10: | 10-11: | 11-12: | 12-13: | 13-14: | 14-15: | 15-16: | 16-17: | 17-18: | 18-19: | Total: |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 08-09 APP REV: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 08-09 APP MS: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PRO 09-10 REV: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| PRO09-10 MS: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ACTUAL REV: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ACTUAL MS: | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Add GEO Coded Site | PROJECT SITES | SITE SCHEDULES REPORT 20

PROJECT REPORT 4

EXIT

# Current Contracts for Project 604990

| Dept | ContractNo | Contract Name | RTA / MCC Estimated Allocation | Award / MCC Award Allocation | CIIS Award |
|---|---|---|---|---|---|
| PW | 20040343 | SW 137 Avenue, from US-1 to SW 200 Street | $15,000.00 | $0.00 | $702,096.30 |
| PW | 20040343 | SW 137 Avenue, from US-1 to SW 200 Street | $590,000.00 | $0.00 | $702,096.30 |
| PW | 20040343 | SW 137 Avenue, from US-1 to SW 200 Street | $145,000.00 | $0.00 | $702,096.30 |
| PW | 20040343 | SW 137 Avenue, from US-1 to SW 200 | 11 | $0.00 $702,096.30 | $702,096.30 |

Street

Total Allocated: $750,000.00 $702,096.30

# Current Contracts for Sites of Project 604990

(Theses contracts are not necessarily funded from this project)

| Dept | Site NO | ContractNo | Award Allocation |
|---|---|---|---|
| PW | #73348 | 20040343 | $702,096.30 |

# Memorandum

MIAMI-DADE COUNTY

**Date:** September 19, 2007

**To:** Ian H. Yorty, Interim Director
Office of Capital Improvements

**From:** Penelope Townsley, Interim Director
Small Business Affairs / Department of Procurement Management

**Subject:** CBE Compliance Review
Project No. E06-PW-10
SW 137th Avenue from from US-1 to SW 200th Street

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Small Business Affairs, Department of Procurement Management (SBA/DPM) has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 25% CBE sub-consultant goal.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from R. J. Behar & Company, Inc. (#5), A.D.A. Engineering, Inc. (#6), Bermello, Ajamil, & Partners, Inc. (#8), Kimley-Horn and Associates, Inc. (#9), and Reynolds, Smith and Hills, Inc. (#13) for compliance review.

R. J. Behar & Company, Inc. (#5) a certified CBE-A/E firm, submitted the required Schedule of Participation that listed itself to perform Highway Systems-Highway Design, Highway Systems-Bridge Design, Highway Systems-Signing, Pavement Marking, and Channelization, Highway Systems-Lighting, Highway Systems-Signalization, and Environmental Engineering-Stormwater Drainage Design Services at 95%, utilizing its own forces to satisfy the established CBE-A/E goal. R. J. Behar & Company, Inc. is in compliance with the CBE Participation Provisions.

A.D.A. Engineering, Inc. (#6) a certified CBE-A/E firm, submitted the required Schedule of Participation that listed itself to perform Highway Systems-Highway Design, Highway Systems-Signing, Pavement Marking, and Channelization, Highway Systems-Lighting, Highway Systems-Signalization, and Environmental Engineering-Stormwater Drainage Design Services at 80%, utilizing its own forces to satisfy the established CBE-A/E goal. A.D.A. Engineering, Inc. is in compliance with the CBE Participation Provisions.

Bermello, Ajamil, & Partners, Inc. (#8) submitted the required Schedule of Participation that listed CBE sub-consultants Precision Engineering Group, Inc. to perform Highway Systems-Lighting and Highway Systems-Signalization at 11% and BCC Engineering, Inc. to perform Highway Systems-Bridge Design at 15%. The Letters of Intent submitted were in agreement with the Schedule of Participation. The Letter of Intent submitted by Precision Engineering listed them as Precision Engineering & Surveying, Inc.; however, certification records reflect Precision Engineering and Surveying, Inc. as Precision Engineering Group, Inc., the result of a recent name change (with no other changes to its organizational structure or function). Bermello, Ajamil, & Partners, Inc. is in compliance with the CBE Participation Provisions.

Kimley-Horn and Associates, Inc. (#9) submitted the required Schedule of Participation that listed CBE sub-consultant Robayna and Associates, Inc. to perform Highway Systems-Highway Design, Highway Systems-Signing, Pavement Marking, and Channelization, and Environmental Engineering-Stormwater Drainage Design Services at 25%. The Letter of Intent submitted was in agreement with the Schedule of Participation. Kimley-Horn and Associates, Inc. is in compliance with the CBE Participation Provisions.

Reynolds, Smith and Hills, Inc. (#13) submitted the required Schedule of Participation that listed CBE sub-consultants CES Consultants, Inc. to perform Highway Systems-Highway Design, Highway Systems-Signing, Pavement Marking, and Channelization, and Environmental Engineering-Stormwater Drainage Design Services at 20% and Avino & Associates, Inc. to perform Highway Systems-Lighting and Highway Systems-Signalization at 12%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Reynolds, Smith and Hills, Inc. is in compliance with the CBE Participation Provisions.

Please note that SBA/DPM staff only reviewed and addressed compliance with the CBE-A/E program. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

cc: Miriam Singer, DPM
Luisa Millan-Donovan, OCI
Traci Adams-Parish, SBA/DPM
File

# Dept. of Business Development
## *Project Worksheet*

**Project/Contract Title:** SW 137 AVENUE FROM US-1 TO SW 200 STREET (SIC 871)
**RC Date:** 07/25/2007
**Project/Contract No:** E06-PW-10
**Funding Source:** PTP
**Item No:** 1-02
**Department:** PUBLIC WORKS DEPARTMENT
**Resubmittal Date(s):** 12/13/2006, 01/10/2007
**Estimated Cost of Project/Bid:** $750,000.00
**Description of Project/Bid:** TO ESTABLISH ONE (1) NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA) TO PROVIDE PLANNING, PUBLIC INVOLVEMENT AND DESIGN SERVICES IN THE PREPARATION OF COMPLETE CONSTRUCTION PLANS FOR ROADWAY AND TRAFFIC OPERATIONAL IMPROVEMENTS WHICH MAY INCLUDE, BUT NOT LIMITED TO; NEW ROAD CONSTRUCTION AND WIDENING, RESURFACING, DRAINAGE, RAISED MEDIAN, CURB AND GUTTER, SIDEWALKS, LIGHTING, SIGNALIZATION, PAVEMENT MARKINGS AND SIGNING, BICYCLE FACILITIES, AND NEW BRIDGES OVER CANALS.

### Contract Measures Recommendation

| Measure | Program | Goal Percent |
|---|---|---|
| Goal | CBE | 25.00% |

### Reasons for Recommendation

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

Funding Source: People's Transportation Plan

Reason for resubmittal: 01/10/07: Funding source was changed from Road Impact Fees to People's Transportation Plan; 07/25/07 Project was not advertised in the required 180 days and technical category 10.03 was removed. CBE measure was unaffected by these changes.

SIC 871 - Architectural and Engineering Services

### Analysis for Recommendation of a Goal

| Subtrade | Cat. | Estimated Value | % of Items to Base Bid | Availability |
|---|---|---|---|---|
| ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV | CBE | $52,500.00 | 7.00% | 38 |
| HIGHWAY SYSTEMS-SIGNING, PAVEMENT MARKING, CHANNEL | CBE | $45,000.00 | 6.00% | 30 |
| HIGHWAY SYSTEMS-LIGHTING | CBE | $45,000.00 | 6.00% | 20 |
| HIGHWAY SYSTEMS-SIGNALIZATION | CBE | $45,000.00 | 6.00% | 20 |
| | Total | $187,500.00 | 25.00% | |

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

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

### REVIEW COMMITTEE RECOMMENDATION

**Tier 1 Set Aside** _____

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

**Trade Set Aside (MCC)** _____ **Goal** 25 % **Bid Preference** _____

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

7.25.07

Chairperson, Review Committee — Date — County Manager — Date

# Dept. of Business Development
## *Project Worksheet*

**Project/Contract Title:** SW 137 AVENUE FROM US-1 TO SW 200 STREET (SIC 871)
**RC Date:** 01/10/2007
**Project/Contract No:** E06-PW-10
**Funding Source:**
**Item No:** 1-03
**Department:** PUBLIC WORKS DEPARTMENT
PTP
**Resubmittal Date(s):** 12/13/2006
**Estimated Cost of Project/Bid:** $750,000.00
**Description of Project/Bid:** TO ESTABLISH ONE (1) NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA) TO PROVIDE PLANNING, PUBLIC INVOLVEMENT AND DESIGN SERVICES IN THE PREPARATION OF COMPLETE CONSTRUCTION PLANS FOR ROADWAY AND TRAFFIC OPERATIONAL IMPROVEMENTS WHICH MAY INCLUDE, BUT NOT LIMITED TO: NEW ROAD CONSTRUCTION AND WIDENING, RESURFACING, DRAINAGE, RAISED MEDIAN, CURB AND GUTTER, SIDEWALKS, LIGHTING, SIGNALIZATION, PAVEMENT MARKINGS AND SIGNING, BICYCLE FACILITIES, AND NEW BRIDGES OVER CANALS.

### Contract Measures Recommendation

| Measure | Program | Goal Percent |
|---|---|---|
| Goal | CBE | 25.00% |

### Reasons for Recommendation

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

Funding Source: People's Transportation Plan

Reason for resubmittal: Funding source was changed from Road Impact Fees to People's Transportation Plan.

SIC 871 - Architectural and Engineering Services

### Analysis for Recommendation of a Goal

| Subtrade | Cat. | Estimated Value | % of Items to Base Bid | Availability |
|---|---|---|---|---|
| ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV | CBE | $52,500.00 | 7.00% | 38 |
| HIGHWAY SYSTEMS-SIGNING, PAVEMENT MARKING, CHANNEL | CBE | $45,000.00 | 6.00% | 30 |
| HIGHWAY SYSTEMS-LIGHTING | CBE | $45,000.00 | 6.00% | 20 |
| HIGHWAY SYSTEMS-SIGNALIZATION | CBE | $45,000.00 | 6.00% | 20 |
| | Total | $187,500.00 | 25.00% | |

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

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

### REVIEW COMMITTE RECOMMENDATION

**Tier 1 Set Aside** _____

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

**Trade Set Aside (MCC)** _____ **Goal** 25% **Bid Preference** _____

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

Chairperson, Review Committee — Date 1.10.07

County Manager — Date 1/22/07

# Dept. of Business Development
## *Project Worksheet*

**Project/Contract Title:** SW 137 AVENUE FROM US-1 TO SW 200 STREET (SIC 871) **RC Date:** 12/13/2006
**Project/Contract No:** E06-PW-10 **Funding Source:** **Item No:** 1-02
**Department:** PUBLIC WORKS DEPARTMENT RIF
**Estimated Cost of Project/Bid:** $750,000.00 **Resubmittal Date(s):**
**Description of Project/Bid:** TO ESTABLISH ONE (1) NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA) TO PROVIDE PLANNING, PUBLIC INVOLVEMENT AND DESIGN SERVICES IN THE PREPARATION OF COMPLETE CONSTRUCTION PLANS FOR ROADWAY AND TRAFFIC OPERATIONAL IMPROVEMENTS WHICH MAY INCLUDE, BUT NOT LIMITED TO: NEW ROAD CONSTRUCTION AND WIDENING, RESURFACING, DRAINAGE, RAISED MEDIAN, CURB AND GUTTER, SIDEWALKS, LIGHTING, SIGNALIZATION, PAVEMENT MARKINGS AND SIGNING, BICYCLE FACILITIES, AND NEW BRIDGES OVER CANALS.

**Contract Measures Recommendation**

| Measure | Program | Goal Percent |
|---|---|---|
| Goal | CBE | 25.00% |

**Reasons for Recommendation**

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

Funding Source: Road Impact Fees (District 6)

SIC 871 - Architectural and Engineering Services

**Analysis for Recommendation of a Goal**

| Subtrade | Cat. | Estimated Value | % of Items to Base Bid | Availability |
|---|---|---|---|---|
| ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV | CBE | $52,500.00 | 7.00% | 38 |
| HIGHWAY SYSTEMS-SIGNING, PAVEMENT MARKING, CHANNEL | CBE | $45,000.00 | 6.00% | 30 |
| HIGHWAY SYSTEMS-LIGHTING | CBE | $45,000.00 | 6.00% | 20 |
| HIGHWAY SYSTEMS-SIGNALIZATION | CBE | $45,000.00 | 6.00% | 20 |
| | Total | $187,500.00 | 25.00% | |

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

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

**REVIEW COMMITTE RECOMMENDATION**

**Tier 1 Set Aside** _____

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

**Trade Set Aside (MCC)** _____ **Goal** 25% **Bid Preference** _____

**No Measures** _____ **Deferred** _____ **Selection Factor** _____

Chairperson, Review Committee — 12-13-06 — Date

County Manager — 12/20/06 — Date

# MIAMI DADE COUNTY
## Department of Small Business Development
## A&E Firm History Report

**From:** 10/27/2004 **To:** 10/27/2009

**FIRM NAME: KIMLEY-HORN AND ASSOCIATES, INC.**
**1691 Michigan Ave**
**Miami Beach, FL 33139-2557**

***PRIMES***

| PROJECT # | CONTRACT | DEPT. | MEASURES | AWARD DATE | AWARD AMOUNT |
|---|---|---|---|---|---|
| * E04-WASD-01 | 1 | WS | GOAL CBE 35% | 02/17/2005 | $1,387,500.00 |
| DESIGN OF 72-INCH RAW WATER MAIN | | | | | |
| | | | | | $1,387,500.00 |
| E04-SEA-01 | 1 | SP | NO MEASURE | 06/17/2005 | $2,522,727.27 |
| SECURITY AND COMMUNICATIONS FOR THE PORT OF MIAMI (SIC 871) | | | | | |
| | | | | | $2,522,727.27 |
| 20050189 A/E | 1 | PW | NO MEASURE | 07/07/2005 | $2,500,000.00 |
| NEW ADVANCED TRAFFIC MANAGEMENT SYSTEM (ATMS) | | | | | |
| | | | | | $2,500,000.00 |
| E05-PW-03 PTP | 1 | PW | GOAL CBE 25% | 05/09/2006 | $441,378.74 |
| SW 216TH STREET FROM FLORIDA TURNPIKE TO SW 127TH AVENUE (SIC 871) | | | | | |
| | | | | | $441,378.74 |
| E05-MPO-01 | 2 | MP | NO MEASURE | 05/31/2006 | $400,000.00 |
| GENERAL PLANNING CONSULTANT SUPPORT PROJECT | | | | | |
| | | | | | $400,000.00 |

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* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

# MIAMI DADE COUNTY
## Department of Small Business Development
## A&E Firm History Report
**From:** 10/27/2004 **To:** 10/27/2009

**FIRM NAME: KIMLEY-HORN AND ASSOCIATES, INC.**
**1691 Michigan Ave**
**Miami Beach, FL 33139-2557**

***PRIMES***

| PROJECT # | CONTRACT | DEPT. | MEASURES | AWARD DATE | AWARD AMOUNT |
|---|---|---|---|---|---|
| E05-WASD-13, GOB | 1 | WS | GOAL CBE 30% | 11/13/2006 | $1,650,000.00 |
| NW 37TH AVENUE WATER AND SEWER IMPROVEMENTS (SIC 871) | | | | | |
| | | | | | $1,650,000.00 |
| E05-PW-12 | 1 | PW | GOAL CBE 20% | 11/16/2006 | $760,220.32 |
| VENETIAN CAUSEWAY STREETSCAPE IMPROVEMENTS (SIC 871) | | | | | |
| | | | | | $760,220.32 |
| E05-PARK-01, GOB | 2 | PR | GOAL CBE 20% | 10/02/2007 | $1,444,751.00 |
| PARK TRAIL IMPROVEMENTS (SIC 871) | | | | | |
| | | | | | $1,444,751.00 |
| EDP-PW-SR-20070725 | 1 | PW | NO MEASURE | 02/19/2008 | $22,070.50 |
| NE 2 AVE FROM NE 91 ST TO NE 103 ST | | | | | |
| | | | | | $22,070.50 |
| E07-PW-04GOB | 1 | PW | GOAL CBE 30% | 12/02/2008 | $510,358.84 |
| MIAMI RIVER GREENWAY (SIC 871) | | | | | |
| | | | | | $510,358.84 |

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

# MIAMI DADE COUNTY
## Department of Small Business Development
## A&E Firm History Report
**From:** 10/27/2004 **To:** 10/27/2009

**FIRM NAME: KIMLEY-HORN AND ASSOCIATES, INC.**
**1691 Michigan Ave**
**Miami Beach, FL 33139-2557**

***PRIMES***

| PROJECT # | CONTRACT | DEPT. | MEASURES | AWARD DATE | AWARD AMOUNT |
|---|---|---|---|---|---|
| EDP-PR-SR-592500-08-009 | 1 | PR | NO MEASURE | 07/30/2009 | $70,000.00 |
| COAST GUARD CDMP APPLICATION SUB AREA 2 | | | | | |
| | | | | | $70,000.00 |
| EDP-SP-SR-2007.044.03 | 1 | SP | NO MEASURE | 09/23/2009 | $6,300.00 |
| C-3 CRUISE TERM H INTERIOR DESIGN PH III | | | | | |
| | | | | | $6,300.00 |

| | |
|---|---|
| **Total Award Amount** | **$11,715,306.67** |
| **Total Change Orders Approved by BCC** | **$300,000.00** |

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* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

| Firm | Date of Violation | Project # | Department | Ord. | Amount Identified | Amount Recovered | Amount Makeup | Reason | Status |
|---|---|---|---|---|---|---|---|---|---|
| **JMG INSYSTEM, INC. D/B/A SERECA SECURITY CORPORATION** | | | | | | | | | |
| | 8/18/2005 | PERMITEE-PC-002438 | AV | 99-44 | $70,855.10 | $70,855.10 | | Underpayment of Employee | Closed 12/21/2006 |
| **JULIANA ENTERPRISES, INC. D/B/A POWER PRO** | | | | | | | | | |
| | 9/28/2005 | MIA-776N-1 | AV-AA | 90-143 | $1,296.75 | $1,296.75 | | Underpayment of Employee | Closed 9/8/2006 |
| **KPMG PEAT MARWICK, LLP** | | | | | | | | | |
| | 6/19/2003 | RFP 114F | CL | 94-96 | | | | Failure to submit Monthly Utilization Report | Closed 3/29/2007 |
| | 6/19/2003 | RFP 114G | FN | 94-95 | | | | Failure to submit Monthly Utilization Report | Closed 3/29/2007 |
| | 6/19/2003 | RFP 114A-4 | FN | 94-94 | | | | Failure to submit Monthly Utilization Report | Closed 9/6/2006 |
| **L.H.P GROUP, INC.** | | | | | | | | | |
| | 6/6/2005 | 39520102003 | PR | 90-143 | $1,756.68 | $1,756.68 | | Underpayment of Employee | Closed 9/8/2006 |
| **LANDEL CONSTRUCTION CORPORATION** | | | | | | | | | |
| | 5/13/2003 | MCC-I-110A | AV | 90-143 | | | | Submittal of inaccurate payrolls | Closed 9/6/2006 |
| **LANZO CONSTRUCTION CO., FLORIDA** | | | | | | | | | |
| | 1/17/2003 | W-788R | WS | 97-52 | | | $148,000.00 | Prime failed to meet CSBE subcontractor goal | Closed 1/29/2009 |
| **LEITER, PEREZ & ASSOCIATES, INC.** | | | | | | | | | |
| | 6/30/2003 | E97-WASD-01R(2) | WS | 94-94 | | | | Prime failed to meet HBE, WBE and/or BBE subcontractor goal | Closed 9/6/2006 |
| **LEON'S ENGINEERING CORPORATION** | | | | | | | | | |
| | 5/25/2005 | S-700B (R2) - 5 ER 47143 | WS | 97-52 | | | $2,895.00 | Utilization of a non-certified CSBE | Closed 10/24/2007 |
| **LUMECO MANAGEMENT, INC.** | | | | | | | | | |
| | 1/25/2001 | 691037 | PW | 97-52 | | | $194,099.20 | Failure to contract with CSBE firm after listing SOI | Open |
| **M E V CONSTRUCTION, INC.** | | | | | | | | | |
| | 9/19/2000 | S-682 | WS | 90-143 | $1,861.00 | | | Underpayment of Employee | Closed 9/6/2006 |
| | 2/21/2002 | 6123-2/03-POAPGS0101963 | GS | 97-52 | | | $17,470.00 | Prime failed to meet CSBE subcontractor goal | Open |
| | 3/8/2002 | 6123-2/03-POAPPR0107386 | PR | 90-143 | $659.40 | | | Underpayment of Employee | Closed 9/6/2006 |

**MIAMI-DADE COUNTY**
**DEPARTMENT OF SMALL BUSINESS DEVELOPMENT**
**GOAL DEFICIT MAKE-UP REPORT as of: June 4, 2009**

| FIRM NAME | DATE OF VIOLATION | PROJECT NUMBER | DEPT | PROGRAM | MAKE-UP AMOUNT | APPROVED PLANS | | MAKE-UP BALANCE |
|---|---|---|---|---|---|---|---|---|
| | | | | | | Amount | Dept | |
| **Adventure Environmental, Inc.** | 9/11/2007 | CCDR5 | Derm | CSBE | 72,841.44 | - | | 72,841.44 |
| | 9/11/2007 | CCDR1 | Derm | CSBE | 68,829.24 | - | | 68,829.24 |
| | 9/11/2007 | CCDR3 | Derm | CSBE | 56,913.06 | - | | 56,913.06 |
| **American Earth Movers, Inc.** | 11/16/2007 | CCDR2 | Derm | CSBE | 337,836.00 | 129,908.61 | Parks/ DERM | 207,927.39 |
| | 5/4/2008 | VKRP-06-01 | Derm | CSBE | 475,556.00 | | | 475,556.00 |
| **Buade Construction Company, Inc.** | 12/21/2000 | 98016 | Parks | CSBE | 7,000.00 | - | | 7,000.00 |
| **Budget Construction, Co** | 6/22/2007 | 40070103006 | Parks | CSBE | 823,316.00 | - | | 823,316.00 |
| | 6/18/2008 | 400701-05-004 | Parks | CSBE | 170,575.40 | - | | 170,575.40 |
| **DACA Environmental, Inc.** | 2/17/2003 | W-799R | WASD | CSBE | 171,283.66 | - | | 171,283.66 |
| **Dato Electric, Inc.** | 10/31/2006 | MIA-737H | MDAD | CSBE | 996,145.00 | - | | 996,145.00 |
| **Development & Communication Group of Florida, Inc.** | 4/6/2005 | POSW0400740, RPQ #04T002 | SWM | CSBE | 55,000.00 | 30,377.45 | WASD | 24,622.55 |
| | 12/20/2006 | POWS0607759 T0708 | WASD | CSBE | 600,000.00 | - | | 600,000.00 |
| **Environmental Science Associates Corporation** | 3/9/2007 | E02-MDAD-01, E (HO8 | MDAD | CBE | 6,129.46 | - | | 6,129.46 |
| **F C E Engineering, Inc.** | 1/31/2002 | 630121Q | PWD | CSBE | 281,748.52 | - | | 281,748.52 |
| | 1/31/2002 | 662460 | PWD | CSBE | 455,423.32 | - | | 455,423.32 |
| | 1/31/2002 | 671703 | PWD | CSBE | 99,950.01 | - | | 99,950.01 |
| | 1/31/2002 | 693136Q | PWD | CSBE | 113,785.07 | - | | 113,785.07 |
| | 1/31/2002 | 693203Q | PWD | CSBE | 360,538.68 | - | | 360,538.68 |
| | 1/31/2002 | 662257 | PWD | CSBE | 135,930.77 | - | | 135,930.77 |
| **Foster Construction of South Florida, Inc.** | 2/3/2009 | POGS0706361 AD0136 | PWD | CSBE | 124,639.10 | - | | 124,639.10 |
| **M. Vila & Associates, Inc.** | 8/10/2001 | CDQNIP 1 | CED | CSBE | 203,912.67 | - | | 203,912.67 |
| **Metro Express, Inc.** | 1/4/2006 | 630022 | PWD | CSBE | 78,035.05 | | | 78,035.05 |
| **Petro Hydro, Inc.** | 6/30/2006 | 20030180 | PWD | CSBE | 293,656.57 | - | | 293,656.57 |
| | 2/6/2007 | 20030009 | PWD | CSBE | 264,000.00 | - | | 264,000.00 |
| | 4/10/2007 | 20050291 | PWD | CSBE | 320,248.48 | - | | 320,248.48 |
| **Solo Construction Corp.** | 2/4/2008 | 95087M11 | MDAD | CSBE | 2,598,742.00 | | | 2,598,742.00 |

MIAMI-DADE COUNTY

**DEBARRED CONTRACTORS LIST**
**(MONTHLY REPORT)**
**Report Period: May 2009**

| Name | Position | Company Name | Address | Initiating Dept. and Contact Person | Cause of Debarment | Effect of Debarment | Termination Date | Compliance/ Settlement Agreement |
|---|---|---|---|---|---|---|---|---|
| Craig Heard | President | HEARD Communications, Inc. D/B/A Gateway Outdoor Advertising | 31 Route 46 Hackettstown, NJ 07840-2623 | Miami-Dade Transit Authority | Violation of Section 10-38 (h)(2)(iii) of the Miami-Dade County Code | Excluded from Contracting w/ Miami-Dade County | 12/282005 - 12/27/2010 | No |
| Kenneth Guldner | Vice President/VFAS | HEARD Communications, Inc. D/B/A Gateway Outdoor Advertising | 31 Route 46 Hackettstown, NJ 07840-2623 | Miami-Dade Transit Authority | Violation of Section 10-38 (h)(2)(iii) of the Miami-Dade County Code | Excluded from Contracting w/ Miami-Dade County | 12/282005 - 12/27/2010 | No |
| HEARD Communications , Inc. D/B/A Gateway Outdoor Advertising | HEARD Communications, Inc. D/B/A Gateway Outdoor Advertising | HEARD Communications, Inc. D/B/A Gateway Outdoor Advertising | 31 Route 46 Hackettstown, NJ 07840-2623 | Miami-Dade Transit Authority | Violation of Section 10-38 (h)(2)(iii) of the Miami-Dade County Code | Excluded from Contracting w/ Miami-Dade County | 12/282005 - 12/27/2010 | No |
| Pedro Penton | Officer/Owner | International Systems and Electronic Corporation, Inc. (ISE) | 8899 N.W. 18th Terrace, Mia, Florida | Miami-Dade County Aviation Department | Violation of Section 10-38 (h)(2)(iii) of the Miami-Dade County Code | Excluded from Contracting w/ Miami-Dade County or Lessee, Tenant or Persons Conducting Business Within the Airport Boundaries of Mia Int'l Airport for Ten (10) Years | 11/22/2002- 11/21/2012 | Yes |
| Moody Maintenance Products, Inc. | Moody Maintenance Products, Inc. | Moody Maintenance Products, Inc. | 6554 NW 13th Ct, Plantation, Florida | Miami-Dade County, Finance Department | Violation of Section 10-38 | Excluded from Contracting w/ Miami-Dade County | 12/19/2006- 12/18/2011 | Yes |
| Winship B. Moody | Officer/Owner/ President | Moody Maintenance Products, Inc. | 6554 NW 13th Ct, Plantation, Florida | Miami-Dade County, Finance Department | Violation of Section 10-38 | Excluded from Contracting w/ Miami-Dade County | 12/19/2006- 12/18/2011 | Yes |
| Suzanne M. Moody | Vice President & Secretary | Moody Maintenance Products, Inc. | 6554 NW 13th Ct, Plantation, Florida | Miami-Dade County, Finance Department | Violation of Section 10-38 | Excluded from Contracting w/ Miami-Dade County | 12/19/2006- 12/18/2011 | Yes |
| All Pest Control Service, Inc. | All Pest Control Service, Inc. | All Pest Control Service, Inc. | 6854 W. Flagler St. Miami, Florida 33144 | Miami-Dade County DPM | Violation of Section 10-38 | Excluded from Contracting w/ Miami-Dade County | 05/15/2007 - 05/14/2012 | Yes |

# Detail by Entity Name

## Foreign Profit Corporation

KIMLEY-HORN AND ASSOCIATES, INC.

## Filing Information

| | |
|---|---|
| **Document Number** | 821359 |
| **FEI/EIN Number** | 560885615 |
| **Date Filed** | 04/24/1968 |
| **State** | NC |
| **Status** | ACTIVE |

## Principal Address

3001 WESTON PARKWAY
CARY NC 27513

Changed 03/17/1999

## Mailing Address

P.O. BOX 33068
RALEIGH NC 27636-3068

Changed 03/17/1999

## Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND STREET
PLANTATION FL 33324-4413 US

Name Changed: 05/14/2008

Address Changed: 05/14/2008

## Officer/Director Detail

**Name & Address**

Title CD

WILSON, MARK S
3001 WESTON PARKWAY
CARY NC 27513

Title PD

ATZ, JOHN C
4431 EMBARCADERO DRIVE
WEST PALM BEACH FL 33407

Title SRVT

ELLIS, NICHOLAS L

3001 WESTON PARKWAY
CARY NC 27513

Title SRVS

COOK, RICHARD N
3001 WESTON PARKWAY
CARY NC 27513

Title SRVD

BAGBY, JACK T III
501 INDEPENDENCE PKWY STE 300
CHESAPEAKE VA 23320

Title SRVD

BARBER, BARRY L
3001 WESTON PARKWAY
CARY NC 27513

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2007 | 04/12/2007 |
| 2008 | 05/14/2008 |
| 2009 | 04/30/2009 |

## Document Images

| | |
|---|---|
| 04/30/2009 -- ANNUAL REPORT | View image in PDF format |
| 05/14/2008 -- ANNUAL REPORT | View image in PDF format |
| 04/12/2007 -- ANNUAL REPORT | View image in PDF format |
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| 06/02/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2004 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2003 -- ANNUAL REPORT | View image in PDF format |
| 08/12/2002 -- Reg. Agent Change | View image in PDF format |
| 05/08/2002 -- ANNUAL REPORT | View image in PDF format |
| 02/06/2001 -- ANNUAL REPORT | View image in PDF format |
| 03/02/2000 -- ANNUAL REPORT | View image in PDF format |
| 03/17/1999 -- ANNUAL REPORT | View image in PDF format |
| 02/12/1998 -- ANNUAL REPORT | View image in PDF format |
| 02/27/1997 -- ANNUAL REPORT | View image in PDF format |
| 03/05/1996 -- ANNUAL REPORT | View image in PDF format |

**Note:** This is not official record. See documents if question or conflict.

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Entity Name Search

**No Events** **No Name History**

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Projects

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# OFFICE OF CAPITAL IMPROVEMENTS

## CAPITAL IMPROVEMENTS INFORMATION SYSTEM

**Monday, October 26, 2009**

### All Contracts for FEIN 560885615

## Kimley-Horn and Associates, Inc.

| DST | DPT | Type | Contract | Name | Location / Contractor | Estimated Completion Date | Total Award | Last Status Date | % Complete / Status * |
|---|---|---|---|---|---|---|---|---|---|
| 30 | PW | PSA | 20040348 | SW 216 ST FL TURNPIKE TO SW 127 AVE | Kimley-Horn and Associates, In | 6/8/2008 | $401,379 | | 0% / N/A |
| 5 | PW | PSA | 20070718 | Miami River Greenways | Kimley-Horn and Associates, In | N/A | $463,963 | 3/5/2009 | 15% / On Schedule |
| 30 | PW | PSA | 662519 | Venetian Causeway Streetscape Improvements | Kimley-Horn and Associates, In | 1/1/2010 | $691,109 | 3/5/2009 | 95% / Behind Schedule |
| 30 | PR | PSA | 999999-05-002-2 | Park Trail Improvements | Kimley-Horn and Associates, In | N/A | $1,294,000 | 6/3/2008 | 0% / Not Started |
| 30 | PR | PSA | E00-PARK-01,R1-4 | Full Service Project Specific Professional Servi | Kimley-Horn and Associates, In | 12/16/2008 | $500,000 | 10/2/2008 | 40% / On Schedule |
| 0 | DE | PSA | E01-DERM-04, EP-46 | Consultants for Civil Engineering Consulting Ser | Kimley-Horn and Associates, In | 12/18/2003 | $500,000 | 6/7/2005 | 100% / Complete |
| 30 | WS | PSA | E01-WASD-05, Project 3, EP 3 | Design of Treatment Facilities and Critical Wate | Kimley-Horn and Associates, In | 11/2/2005 | $1,175,000 | 8/10/2006 | 100% / Closed |
| 5 | SP | PSA | E04-SEA-01 | Security and Communications | Kimley-Horn and Associates, In | 6/19/2009 | $2,272,727 | 6/8/2009 | 60% / Behind Schedule |
| 13 | WS | PSA | E04-WASD-01 | Design of 72-Inch Raw Water Main | Kimley-Horn and Associates, In | N/A | $1,250,000 | 12/22/2005 | 0% / Cancelled |
| 30 | WS | PSA | E05-WASD-13, GOB | NW 37th Avenue Water and Sewer Improvements | Kimley-Horn and Associates, In | 6/14/2015 | $1,500,000 | 7/20/2009 | 90% / On Schedule |
| 0 | MT | PSA | TA00-TPS-8 | Miscellaneous Engineering Services | Kimley-Horn and Associates, In | N/A | $750,000 | 2/26/2007 | 100% / Closed |
| 0 | PW | EDP | EDP-PW-SR-20070725 | NE 2 AVE FROM NE 91 ST TO NE 103 ST | KIMLEY-HORN AND ASSOCIATES, INC. | N/A | $22,071 | | 0% / On Schedule |
| | | | | | Totals: | 12 | $10,820,249 | | |

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

Contracts Status View

Exit

Projects

Goto Top

Exit

# Capital Improvements Information System

## Contractor Evaluations Report

| Dept | Contract | Type | Contractor / Architect Name | Date | Rater | Period | Rate |
|---|---|---|---|---|---|---|---|
| PR | E00-PARK-01,R1-4 | PSA | Kimley-Horn and Associates, Inc. | 2/23/2007 | David Livingstone | Completion of study or design | 4.0 |
| WS | E01-WASD-05, Project 3, EP 3 | PSA | Kimley-Horn and Associates, Inc. | 2/23/2007 | Sara Leu | Completion of study or design | 3.3 |
| PW | 20040348 | PSA | Kimley-Horn and Associates, Inc. | 2/27/2007 | Priscilla M. Morales | Interim | 3.1 |
| PW | 662519 | PSA | Kimley-Horn and Associates, Inc. | 8/8/2007 | Lana Moorey | Interim | 4.0 |
| PW | 20040348 | PSA | Kimley-Horn and Associates, Inc. | 12/18/2007 | Priscilla M. Morales | Interim | 3.4 |
| WS | E04-WASD-01 | PSA | Kimley-Horn and Associates, Inc. | 4/9/2008 | Alex Retamar | Interim | 1.5 |
| PW | 662519 | PSA | Kimley-Horn and Associates, Inc. | 6/3/2008 | Lana Moorey | Interim | 4.0 |
| WS | E04-WASD-01 | PSA | Kimley-Horn and Associates, Inc. | 8/11/2008 | Alex Retamar | Project conclusion or closeout | 1.5 |
| PR | E00-PARK-01,R1-4 | PSA | Kimley-Horn and Associates, Inc. | 9/22/2008 | John Gouthro | Interim | 3.8 |
| WS | E05-WASD-13, GOB | PSA | Kimley-Horn and Associates, Inc. | 1/12/2009 | Felix Valdes | Interim | 3.8 |
| SP | E04-SEA-01 | PSA | Kimley-Horn and Associates, Inc. | 3/5/2009 | James P. Ferreira | Interim | 3.9 |
| SP | E04-SEA-01 | PSA | Kimley-Horn and Associates, Inc. | 3/5/2009 | James P. Ferreira | Interim | 3.8 |
| SP | E04-SEA-01 | PSA | Kimley-Horn and Associates, Inc. | 3/5/2009 | James P. Ferreira | Interim | 3.9 |
| SP | E04-SEA-01 | PSA | Kimley-Horn and Associates, Inc. | 3/5/2009 | James P. Ferreira | Interim | 3.8 |
| SP | E04-SEA-01 | PSA | Kimley-Horn and Associates, Inc. | 3/5/2009 | James P. Ferreira | Interim | 3.9 |
| PW | 20070718 | PSA | Kimley-Horn and Associates, Inc. | 5/5/2009 | Lana Moorey | Interim | 3.9 |
| PW | 662519 | PSA | Kimley-Horn and Associates, Inc. | 5/18/2009 | Lana Moorey | Completion of study or design | 3.4 |

Evaluation Count: 17 Contractors: 1 Average Evaluation: 3.5

Exit

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# Memorandum

MIAMI-DADE COUNTY

**.Date:** July 21, 2009

Agenda Item No. 8(E)(1)(B)

**To:** Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

**From:** George M. Burgess
County Manager

**Resolution No. R-1041-09**

**Subject:** Resolution Authorizing issuance of Transit System Sales Surtax Revenue Bonds, Series 2009

---

**Recommendation**

It is recommended that the Board of County Commissioners adopt the accompanying Series Resolution (Series 2009 Resolution) authorizing the issuance and sale of Transit System Sales Surtax Revenue Bonds, Series 2009 (Series 2009 Bonds) in an amount not to exceed $350 million, pursuant to Ordinance No. 05-48 (Original Ordinance) and an Ordinance being considered concurrently by the Board (Supplemental Ordinance, together with the Original Ordinance and Master Ordinance).

The Series 2009 Bonds proceeds will be used to: (i) pay all or part of the cost of the 2009 Projects, including funding the Reserve Account (whether with proceeds of the Series 2009 Bonds or by the deposit of one or more Reserve Account Credit Facilities); (ii) fund capitalized interest, if necessary; and (iii) pay the costs of issuance of the Series 2009 Bonds, including the costs of Credit Facilities and Reserve Account Credit Facilities, if any. In addition, the Series 2009 Resolution provides for other related authorizations and approvals required to complete a negotiated bond transaction, which include authorizing certain matters to the Finance Director, as the County Mayor's designee.

**Scope**

The proceeds from the Series 2009 Bonds will be used to pay all or a portion of the projects in Exhibit A, which have a countywide impact.

**Fiscal Impact/Funding Source**

Based on current market conditions (calculated at a true interest cost of 5.94 percent) and a 30 year maturity, the debt service (principal and interest) on a $350 million bond issuance, which would generate the needed $270 million for the projects, is estimated to be $15.8 million and $18.9 million for the first two years, respectively. For the next 27 years (years three to 29), it would be $24.1 million annually, and $53.6 million in the 30th and last year (the average estimated annual debt service for the life of the Bonds based on these assumptions is $24.8 million). However, the delegation parameter in the Series 2009 Resolution is recommended at a true interest cost (TIC) of 7.0 percent calculated net of any federal subsidy associated with the issuance of Build America Bonds (BABs) to give the County the greatest flexibility. It is anticipated that by the time the Series 2009 Bonds are priced, market conditions would have improved and true interest cost would be more favorable. Principal amortization of the Series 2009 Bonds is projected to start in FY 2012.

The 2009 Projects in Exhibit A are included in the multi-year capital program. The debt service on the Series 2009 Bonds shall be payable from the Transit System Sales Tax revenues after deducting state administrative expenses and distribution to the cities as currently provided in Ordinance No. 02-116 (Transit System Surtax Ordinance).

Based on the current assumptions outlined above, it is anticipated that $24.1 million of the proceeds will be allocated for funding of a cash Reserve Account, if deemed advisable, and $10.2 million to pay the costs of issuance of the Series 2009 Bonds including the underwriters' commission and the premium for a bond insurance policy. The Reserve Account, which may be cash funded or funded by a surety policy, is a bond requirement to protect the bond holder if the County were not to make its annual debt service payment. If the County opts to purchase a reserve surety policy, the principal amount of the Bonds will be reduced.

It is further anticipated that $34.7 million of the Series 2009 Bond proceeds will be used to pay interest during the first two years (capitalized interest). Capitalized interest is being used to pay interest on the Bonds during the construction, when the 2009 Projects are not producing revenue to the Public Works Department (PWD) and Miami-Dade Transit (MDT).

**Background**

On July 9, 2002, the Board enacted the Transit System Surtax Ordinance amending Article 29 of the Miami-Dade County Code pursuant to Section 212.055(1), Florida Statutes. The Transit System Surtax Ordinance levied and imposed a one half of one percent (0.5%) discretionary sales surtax on all transactions occurring in the County which are subject to the State of Florida tax imposed on sales, use, rentals, admissions and other transactions identified by Chapter 212, Florida Statutes. The Transit System Surtax Ordinance provided for this Transit System Surtax to be used for transportation and transit projects specified in Section 212.055(1) (d), Florida Statutes and include operation, maintenance and financing of those projects. Collectively, those projects are referred to as the Transit System Surtax Projects.

The authorization to levy and collect the Transit System Surtax pursuant to the new Code provisions was subject to voter approval, and on November 5, 2002 a majority of the County's electorate approved the Transit System Surtax to be used for Transit System Surtax Projects.

On March 1, 2005, the Board enacted the Original Ordinance authorizing the issuance of not to exceed $500 million of Transit Surtax Bonds. Pursuant to the Original Ordinance, on April 27, 2006, the County issued its first series of Transit Surtax Bonds, Series 2006 in an amount of $186,435,000. A second series of Transit Surtax Bonds, Series 2008 were issued on June 24, 2008 in the aggregate principal amount of $274,565,000. The total amount of Transit Surtax Bonds issued to date is $461,000,000, of which a total of $455,190,000 is currently outstanding.

Concurrently, the Board is considering a supplemental ordinance (Supplemental Ordinance and together with the Original Ordinance, the Master Ordinance) authorizing the issuance of Additional Bonds in an amount not to exceed $500 million. This Series 2009 Resolution is pursuant to the Master Ordinance.

As part of the American Recovery and Reinvestment Act (ARRA), BABs were authorized. Under BABs, state and local governments issue taxable bonds to which a federal subsidy of 35 percent is awarded. The federal subsidy will be provided in the form of either tax credits to bondholders or direct payments to the issuer. The purpose is to expand the marketplace for government bonds to taxable investors, while at the same time artificially lowering the lower interest cost through the federal subsidy. It is anticipated that the taxable interest rate minus the federal subsidy would be less than the interest rate cost on similar tax exempt securities. In addition to BABs, the ARRA also authorized Recovery Zone Bonds which provide a federal subsidy of 45 percent of the interest cost for bond issues which meet certain conditions.

While interim rules have been released, final Internal Revenue Service (IRS) rules for BABs are still being developed. Current IRS guidelines for BABs require that a bond issue must qualify as a tax-

exempt bond issue in order to use BABs, and that the issuer must make an irrevocable election to issue the bonds as BABs. In addition, the IRS rules for BABs require the County to comply with certain IRS Code requirements in order to continue to receive the direct payments from the federal government.

The County's ability to ensure compliance with the IRS rules will be one of the factors in determining whether to issue a portion of the Transit Surtax Bonds in the form of BABs. Failure to comply with the IRS rules regarding BABs is likely to result in the loss of the Federal subsidy of 35 percent of the interest cost for the bonds. The 2009 Resolution provides the County with the flexibility to issue BABs with direct payments to the County.

To date, only a small number of BAB transactions have gone to market. The County will only move forward with BABs if the interest payments, after taking into consideration the federal subsidy, are less than their projected tax exempt interest rate. Board authorization for the use of BABs is being sought to enhance the *County's flexibility* and potentially reduce the financing costs of the Transit Surtax Bonds.

The Series 2009 Bonds, which the Board will authorize with the approval of this Series 2009 Resolution, will provide funding for projects identified in the People's Transportation Plan in an amount not to exceed $270 million, of which $162 million shall be allocated for MDT projects and $108 million is allocated for PWD transportation related projects. In addition, approximately $24.1 million will be allocated to fund a cash Reserve Account, if deemed advisable, $10.2 million to pay the costs of issuance of the Series 2009 Bonds, and $34.7 million to pay capitalized interest.

The Series 2009 Resolution authorizes the County Mayor or the County Mayor's designee to:

- Issue the Series 2009 Bonds as tax exempt fixed rate serial bonds or term bonds or BABs or a combination of each, with maturity dates not to exceed 40 years in one or more tranches and to determine the designation of each series, if applicable;
- Determine the amounts, dates, maturities, sinking fund installments, redemption provisions, series amounts and certain other details relating to such Series 2009 Bonds, after consultation with the County's Financial Advisors;
- Negotiate and obtain bond insurance and a reserve account credit facility if either are deemed appropriate and financially advisable, after consultation with the County's Financial Advisors, County Attorney's Office and Bond Counsel that there is an economic benefit to the County;
- Execute and deliver any agreements that may be required by the bond insurer providing such bond insurance;
- Award the Series 2009 Bonds, through a negotiated sale, to the Underwriters named in the Bond Purchase Agreement, provided that the all in true interest cost on the Series 2009 Bonds does not exceed 7.0 percent;
- Select and appoint a Paying Agent and Bond Registrar for the Series 2009 Bonds, after a competitive process;
- Execute and deliver the Series 2009 Bonds, in substantially the form attached as Exhibit "B" to this 2009 Resolution; and
- Execute and deliver to the Underwriters the Bond Purchase Agreement, substantially in the form on file with the Clerk's Office as Exhibit "C" to this Series 2009 Resolution.

The Series 2009 Resolution further provides for and authorizes:

- The sale of the Series 2009 Bonds through a negotiated sale;
- The 2009 Projects included on Exhibit A attached to this Series 2009 Resolution;
- The preparation, distribution and use of the Preliminary Official Statement substantially in the form attached as Exhibit "D";

- A Continuing Disclosure Commitment, as required under the provisions of Rule 15c-2-12, as amended, of the Securities and Exchange Commission;
- The use of a book-only system of registration for the Series 2009 Bonds; and
- The appropriate officials of the County to take all actions necessary in connection with the issuance of the Series 2009 Bonds and the closing of this transaction.

Resolution R-130-06 provides that any County contract with a third party be finalized and executed prior to its placement on the committee agenda. The sale of the Series 2009 Bonds, which will set their final terms, will not occur until after the effective date of this Series 2009 Resolution in order to provide the County the maximum flexibility in the market place as described above. Therefore, a waiver of Resolution R-130-06 is necessary.

The Series 2009 Bonds are expected to be issued in September 2009, prior to the end of the current Fiscal Year. Pursuant to Resolution R-1373-08, the Board will receive a report detailing the results of the sale of the Series 2009 Bonds shortly thereafter.

Assistant County Manager

# Memorandum

MIAMI-DADE COUNTY

| | |
|---|---|
| .Date: | July 21, 2009 |
| To: | Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners |
| From: | George M. Burgess County Manager |
| Subject: | Resolution Authorizing issuance of Transit System Sales Surtax Revenue Bonds, Series 2009 |

Agenda Item No. 8(E)(1)(B)

**Recommendation**

It is recommended that the Board of County Commissioners adopt the accompanying Series Resolution (Series 2009 Resolution) authorizing the issuance and sale of Transit System Sales Surtax Revenue Bonds, Series 2009 (Series 2009 Bonds) in an amount not to exceed $350 million, pursuant to Ordinance No. 05-48 (Original Ordinance) and an Ordinance being considered concurrently by the Board (Supplemental Ordinance, together with the Original Ordinance and Master Ordinance).

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**Scope**

The proceeds from the Series 2009 Bonds will be used to pay all or a portion of the projects in Exhibit A, which have a countywide impact.

**Fiscal Impact/Funding Source**

Based on current market conditions (calculated at a true interest cost of 5.94 percent) and a 30 year maturity, the debt service (principal and interest) on a $350 million bond issuance, which would generate the needed $270 million for the projects, is estimated to be $15.8 million and $18.9 million for the first two years, respectively. For the next 27 years (years three to 29), it would be $24.1 million annually, and $53.6 million in the 30th and last year (the average estimated annual debt service for the life of the Bonds based on these assumptions is $24.8 million). However, the delegation parameter in the Series 2009 Resolution is recommended at a true interest cost (TIC) of 7.0 percent calculated net of any federal subsidy associated with the issuance of Build America Bonds (BABs) to give the County the greatest flexibility. It is anticipated that by the time the Series 2009 Bonds are priced, market conditions would have improved and true interest cost would be more favorable. Principal amortization of the Series 2009 Bonds is projected to start in FY 2012.

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- Determine the amounts, dates, maturities, sinking fund installments, redemption provisions, series amounts and certain other details relating to such Series 2009 Bonds, after consultation with the County's Financial Advisors;
- Negotiate and obtain bond insurance and a reserve account credit facility if either are deemed appropriate and financially advisable, after consultation with the County's Financial Advisors, County Attorney's Office and Bond Counsel that there is an economic benefit to the County;
- Execute and deliver any agreements that may be required by the bond insurer providing such bond insurance;
- Award the Series 2009 Bonds, through a negotiated sale, to the Underwriters named in the Bond Purchase Agreement, provided that the all in true interest cost on the Series 2009 Bonds does not exceed 7.0 percent;
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- The use of a book-only system of registration for the Series 2009 Bonds; and
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Assistant County Manager

EXHIBIT A
SERIES 2009 PROJECT

| **TRANSIT PTP PROJECTS:** | Estimated Allocation [1] |
|---|---|
| • Orange Line Phase 1 – MIC/Earlington Heights Project | $97,960,653 |
| • Central Control | 3,704,352 |
| • Rail Vehicle Replacement | 13,524,162 |
| • Lehman Center Test Track | 1,831,354 |
| • Mover Vehicle Phase 1 (12 Cars) | 5,614,743 |
| • Mover Vehicle Phase 2 (17 Cars) | 6,915,968 |
| • Fare Collection | 17,190,156 |
| • Palmetto Station Traction Power Substation | 858,414 |
| • Track & Guideway Rehabilitation Subset | 6,317,662 |
| • Miscellaneous Capital Projects | 8,082,536 |
| **Subtotal – Transit PTP Projects** | $162,000,000 |
| **Public Works PTP Projects:** | |
| • Road Widening 2 to 5 Lanes | $1,500,000 |
| • Street and Traffic Operational Improvements | 4,155,000 |
| • New 4 Lane Road | 50,532,000 |
| • Resurfacing and Traffic Operational Improvements | 1,337,000 |
| • Street Improvements | 10,300,000 |
| • Street and Traffic Operational Improvements | 1,572,000 |
| • Traffic Calming Measures, Curbs and Sidewalks | 406,000 |
| • Road Widening 2 to 3 Lanes | 1,678,000 |
| • Road Widening 2 to 4 Lanes | 7,300,000 |
| • Curbs and Gutters, Traffic Operational Improvements | 1,810,000 |
| • Widen to 4 Lanes with Median, Swales and Frontage Road | 6,518,000 |
| • Road Widening 2 to 3 Lanes | 1,279,000 |
| • Bridge Construction | 4,000,000 |
| • Traffic Signals and Signs – Operational Needs | 2,800,000 |
| • ADA Sidewalk Improvements | 43,000 |
| • Street Light Retrofit | 1,050,000 |
| • Neighborhood Improvements | 14,320,000 |
| • ATMS | 16,100,000 |
| • School Flashing Signals | 3,800,000 |
| • FDOT Reimbursement | (22,500,000) |
| **Subtotal – Public Works PTP Projects** | $108,000,000 |
| **Total – Series 2009 Projects** | $270,000,000 |

Portions of the Series 2009 Project may be modified as approved by the County Manager provided that each portion of the Series 2009 Project, as modified, is a Transit System Sales Surtax Project the Cost of which is eligible to be paid from proceeds of the Series 2009 Bonds.

(1) Represents deposit to the Series 2009 Construction Account.

# Memorandum

MIAMI-DADE COUNTY

CLERK OF THE BOARD
2007 JUL 12 PM 12:10
CLERK, CIRCUIT & COUNTY COURTS
MIAMI-DADE COUNTY, FLA.
#1

**Date:** July 11, 2007

**To:** Kay Sullivan, Director
Clerk of the Board

**From:** Leandro Oña, Chief
Highway Division
Public Works Department

**Subject:** Revision to Request to Initiate and Advertise for SW 137th Avenue between US-1 and SW 200th Street
Contract No. 20040343; Project No. E06-PW-10 PTP

---

This revision to the Request to Initiate and Advertise for SW 137th Avenue between US-1 and SW 200th Street, Contract No. 20040343, Project No. E06-PW-10 PTP has been prepared by the Public Works Department.

On June 5, 2007, the attached Request to Initiate and Advertise was approved by the Board of County Commissioners. This project has not been advertised. The subject contract currently includes a Certified Small Business Enterprise (CSBE) subcontractor goal of 25%. This is incorrect; the goal should have been stated as a Community Business Enterprise (CBE) of 25%. Please update your contract file.

Thank you for your attention to this matter.

Attachment

RECEIVED
2007 JUL 12 AM 10:46
CMO-CAPITAL IMPROVEMENTS

# Miami-Dade Legislative Item
# File Number: 071434

Printable PDF Format

**File Number:** 071434 **File Type:** Request to Advertise **Status:** Approved

**Version:** 0 **Reference:** **Control:** County Commission

**File Name:** PROJECT ENTITLED SW 137AVE: US1 & SW 200TH STREET **Introduced:** 5/4/2007

**Requester:** Public Works Department **Cost:** **Final Action:** 6/5/2007

**Agenda Date:** 6/5/2007 **Agenda Item Number:** 8P3A

**Notes:** TLL-5/4/07 **Title:** REQUEST TO ADVERTISE IN THE AMOUNT OF $750,000 FOR MIAMI-DADE COUNTY PROJECT ENTITLED SW 137 AVENUE BETWEEN US-1 AND SW 200 STREET WITHIN COMMISSION DISTRICT 8 (PROJECT NO. E06-PW-10; CONTRACT NO. 20040343)

**Indexes:** NONE **Sponsors:** NONE

**Sunset Provision:** No **Effective Date:** **Expiration Date:**

**Registered Lobbyist:** None Listed

## Legislative History

| Acting Body | Date | Agenda Item | Action | Sent To | Due Date | Returned | Pass/Fail |
|---|---|---|---|---|---|---|---|
| Board of County Commissioners | 6/5/2007 | 8P3A | Approved | | | | P |
| Transit Committee | 5/16/2007 | 4Y | Forwarded to BCC with a favorable recommendation | | | | P |
| **REPORT:** | Assistant County Attorney Libhaber read the foregoing resolution into the record. Hearing no questions or comments the committee proceeded to vote on the foregoing resolution. | | | | | | |
| County Manager | 5/8/2007 | | Referred | Transit Committee | 5/16/2007 | | |
| County Manager | 5/4/2007 | | Assigned | Ysela Llort | 4/30/2007 | 5/4/2007 | |
| **REPORT:** | ITEM PRCSD TO PRNT F/ 6/5/07 BCC & 5/16/07 TC | | | | | | |

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# MEMORANDUM

MIAMI-DADE COUNTY

| | |
|---|---|
| **Date:** | June 5, 2007 |
| **To:** | Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners |
| **From:** | George M. Burgess County Manager |

Agenda Item No. 8(P)3a

**Subject:** Request to Advertise in the amount of $750,000 for Miami Dade County project entitled SW 137 Avenue between US-1 and SW 200 Street within Commission District 8 (Project No: E06-PW-10; Contract No: 20040343)

---

## Recommendation

This Request to Initiate and Advertise for a Consultant Selection for Contract No: 20040343 has been prepared by the Public Works Department and is recommended for approval.

## Scope

| | |
|---|---|
| **PROJECT NAME:** | SW 137 Avenue from US-1 to SW 200 Street |
| **PROJECT NO:** | E06-PW-10 PTP |
| **CONTRACT NO:** | 20040343 |
| **PROJECT DESCRIPTION:** | The Miami-Dade County Public Works Department has the need to establish one (1) Non-exclusive Professional Services Agreement (PSA) to provide Master Planning, Public Involvement and Design Services in the preparation of complete construction plans for roadway and traffic operational improvements which may include, but not limited to, new road construction and widening, resurfacing, drainage, raised median, curb and gutter, sidewalks, lighting, signalization, pavement markings and signing, bicycle facilities and new bridge over canals. The total length of this project is 3.2 miles. |
| **PROJECT LOCATION:** | Along SW 137 Avenue from US-1 to SW 200 Street |
| **PRIMARY COMMISSION DISTRICT:** | District 8 Katy Sorenson |
| **APPROVAL PATH:** | Board of County Commissioners |
| **OCI A&E PROJECT NUMBER:** | E06-PW-10 PTP |
| **USING DEPARTMENT:** | Public Works Department |
| **MANAGING DEPARTMENT:** | Public Works Department |

## Fiscal Impact / Funding Source

| **FUNDING SOURCE:** | **SOURCE** | **AMOUNT** |
|---|---|---|
| | PTP revenues including but not limited to the Charter County Transit System Sales Surtax, financing | $750,000.00 |

proceeds as listed in Ordinance No. 02-116, provision for implementation of the PTP. This contract, like all PTP contracts, will not be awarded without oversight of the Citizens' Independent Transportation Trust (CITT). The proposed improvements qualify under the allowable work categories included in the PTP Major Highway and Roadway Improvements Section. This site-specific project is included in the PTP Ordinance under the Board Requested Projects in Commission District 8.

**PTP FUNDING:** Yes

**GOB FUNDING:** No

**CAPITAL BUDGET PROJECTS:**

| BUDGET PROJECT / DESCRIPTION | RTA ESTIMATE |
|---|---|
| 604990-WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET<br>Book Page: 102 Funding Year: 2007-08 | $590,000.00 |
| 604990-WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET<br>Book Page: 102 Funding Year: 2008-09 | $145,000.00 |
| 604990-WIDEN SW 137 AVENUE FROM US-1 TO SW 200 STREET<br>Book Page: 102 Funding Year: Prior Year | $15,000.00 |
| Project Totals: | $750,000.00 |

**PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:**

| TYPE | CODE | DESCRIPTION |
|---|---|---|
| Prime | 3.02 | HIGHWAY SYSTEMS - HIGHWAY DESIGN |
| Other | 3.03 | HIGHWAY SYSTEMS - BRIDGE DESIGN |
| Other | 3.09 | HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION |
| Other | 3.10 | HIGHWAY SYSTEMS - LIGHTING |
| Other | 3.11 | HIGHWAY SYSTEMS - SIGNALIZATION |
| Other | 10.01 | ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES |
| Other | 10.03 | ENVIRONMENTAL ENGINEERING - BIOLOGY SERVICES |

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

**ESTIMATED CONTINGENCY PERIOD:** 110

**IG FEE INCLUDED IN BASE** Yes

| | |
|---|---|
| **CONTRACT:** | |
| **ART IN PUBLIC PLACES:** | No |
| **BASE ESTIMATE:** | $681,818.18 |

| **CONTINGENCY ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):** | **TYPE** | **PERCENT** | **AMOUNT** | **COMMENT** |
|---|---|---|---|---|
| | PSA | 10% | $68,181.82 | |

| | |
|---|---|
| **TOTAL DEDICATED ALLOWANCE:** | $0.00 |
| **COST ESTIMATE:** | $750,000.00 |

## Track Record / Monitor

| | |
|---|---|
| **EXPLANATION:** | Not applicable - will be provided at the time of award. |
| **MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:** | No |
| **REVIEW COMMITTEE:** | **MEETING DATE:** 1/10/2007 **SIGNOFF DATE:** 1/22/2007 |
| **RESPONSIBLE WAGES:** | No |

| **REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:** | **MEASURE** | **GOAL** | **COMMENT** |
|---|---|---|---|
| | CSBE | 25.00% | |

| | |
|---|---|
| **MANDATORY CLEARING HOUSE:** | No |

| | | | |
|---|---|---|---|
| **CONTRACT MANAGER NAME/PHONE/EMAIL:** | Miguel Riera | (305) 375-5820 | rieram@miamidade.gov |
| **PROJECT MANAGER NAME/PHONE/EMAIL:** | Yanek Fernandez | (305) 375-3016 | Yanek@miamidade.gov |

## Background

**BACKGROUND:** The segment of roadway is included in the 137th Avenue Corridor Study sponsored by the Miami Dade County Metropolitan Planning Organization (MPO) to evaluate the feasibility of making 137th Avenue the fourth north/south facility between Homestead and Central Miami-Dade. The project is also identified in the Transportation Improvement Program (TIP) and the Capital Budget Book.

**DEPARTMENT SELECTION COMMITTEE RECOMMENDATIONS:**

| COMMITTEE MEMBER & TITLE | YEAR HIRED | GENDER / ETHNICITY | EDUCATION | PROFESSIONAL LICENSES |
|---|---|---|---|---|
| Lana Moorey | 1994 | W/F | BSCE | Professional Engineer |
| Miguel Riera | 2003 | H/M | BSCE | Professional Engineer |

BUDGET APPROVAL
FUNDS AVAILABLE: for OSBM DIRECTOR 5-4-07 DATE

CPSEPTP108 US1

APPROVED AS TO
LEGAL SUFFICIENCY: for COUNTY ATTORNEY 5-4-07 DATE

ASSISTANT COUNTY MANAGER 5-7-07 DATE

CLERK DATE

DATE

# Dept. of Business Development
*Project Worksheet*

**Project/Contract Title:** SW 137 AVENUE FROM US-1 TO SW 200 STREET (SIC 871)
**RC Date:** 01/10/2007
**Project/Contract No:** E06-PW-10
**Funding Source:**
**Item No:** 1-03
**Department:** PUBLIC WORKS DEPARTMENT
PTP
**Resubmittal Date(s):** 12/13/2006
**Estimated Cost of Project/Bid:** $750,000.00
**Description of Project/Bid:** TO ESTABLISH ONE (1) NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA) TO PROVIDE PLANNING, PUBLIC INVOLVEMENT AND DESIGN SERVICES IN THE PREPARATION OF COMPLETE CONSTRUCTION PLANS FOR ROADWAY AND TRAFFIC OPERATIONAL IMPROVEMENTS WHICH MAY INCLUDE, BUT NOT LIMITED TO: NEW ROAD CONSTRUCTION AND WIDENING, RESURFACING, DRAINAGE, RAISED MEDIAN, CURB AND GUTTER, SIDEWALKS, LIGHTING, SIGNALIZATION, PAVEMENT MARKINGS AND SIGNING, BICYCLE FACILITIES, AND NEW BRIDGES OVER CANALS.

## Contract Measure Recommendation

| Measure | Program | Goal Percent |
|---|---|---|
| Goal | CBE | 25.00% |

## Reasons for Recommendation

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

Funding Source: People's Transportation Plan

Reason for resubmittal: Funding source was changed from Road Impact Fees to People's Transportation Plan.

SIC 871 - Architectural and Engineering Services

## Analysis for Recommendation of a Goal

| Subtrade | Cat. | Estimated Value | % of Items to Base Bid | Availability |
|---|---|---|---|---|
| ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV | CBE | $52,500.00 | 7.00% | 38 |
| HIGHWAY SYSTEMS-SIGNING, PAVEMENT MARKING, CHANNEL | CBE | $45,000.00 | 6.00% | 30 |
| HIGHWAY SYSTEMS-LIGHTING | CBE | $45,000.00 | 6.00% | 20 |
| HIGHWAY SYSTEMS-SIGNALIZATION | CBE | $45,000.00 | 6.00% | 20 |
| | Total: | $187,500.00 | 25.00% | |

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

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

## REVIEW COMMITTEE RECOMMENDATION

**Tier 1 Set Aside** _____

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

**Trade Set Aside (MCC)** _____ **Goal** 25 % **Bid Preference** _____

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

Chairperson, Review Committee — 1.10.07 — Date

County Manager — 1/22/07 — Date

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**WIDEN SW 137 AVENUE FROM HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE (HEFT) TO US-1** — **PROJECT # 601910**

DESCRIPTION: Widen road from two lanes to four lanes on one mile of roadway

LOCATION: SW 137 Ave from HEFT to US-1
Unincorporated Miami-Dade County

DISTRICT LOCATED: 8, 9
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 8, 9

| REVENUE SCHEDULE: | PRIOR | 2006-07 | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| People's Transportation Plan Bond Program | 13 | 0 | 245 | 2,500 | 2,000 | 4,125 | 0 | 0 | 8,883 |
| TOTAL REVENUE: | 13 | 0 | 245 | 2,500 | 2,000 | 4,125 | 0 | 0 | 8,883 |

| EXPENDITURE SCHEDULE: | PRIOR | 2006-07 | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Planning and Design | 13 | 0 | 245 | 500 | 0 | 0 | 0 | 0 | 758 |
| Construction | 0 | 0 | 0 | 2,000 | 2,000 | 4,125 | 0 | 0 | 8,125 |
| TOTAL EXPENDITURES: | 13 | 0 | 245 | 2,500 | 2,000 | 4,125 | 0 | 0 | 8,883 |

**WIDEN SW 137 AVENUE FROM US-1 TO SW 184 STREET** — **PROJECT # 604990**

DESCRIPTION: Widen road from two to four lanes on three miles of roadway

LOCATION: SW 137 Ave from US-1 to SW 200 St
Unincorporated Miami-Dade County

DISTRICT LOCATED: 8
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 8, 9

| REVENUE SCHEDULE: | PRIOR | 2006-07 | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| People's Transportation Plan Bond Program | 15 | 0 | 590 | 1,200 | 5,000 | 5,000 | 5,000 | 0 | 16,805 |
| TOTAL REVENUE: | 15 | 0 | 590 | 1,200 | 5,000 | 5,000 | 5,000 | 0 | 16,805 |

| EXPENDITURE SCHEDULE: | PRIOR | 2006-07 | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Planning and Design | 15 | 0 | 590 | 1,200 | 0 | 0 | 0 | 0 | 1,805 |
| Construction | 0 | 0 | 0 | 0 | 5,000 | 5,000 | 5,000 | 0 | 15,000 |
| TOTAL EXPENDITURES: | 15 | 0 | 590 | 1,200 | 5,000 | 5,000 | 5,000 | 0 | 16,805 |

**WIDEN SW 144 STREET FROM THE BUSWAY TO SW 92 AVENUE** — **PROJECT # 6010600**

DESCRIPTION: Widening and signal replacement at SW 144 St busway to SW 92 Ave

LOCATION: SW 144 Street busway to SW 92 Avenue
Road Impact Fee District 5

DISTRICT LOCATED: 8
ESTIMATED ANNUAL OPERATING IMPACT: Minimal
DISTRICT(s) SERVED: 8

| REVENUE SCHEDULE: | PRIOR | 2006-07 | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Road Impact Fees | 350 | 500 | 0 | 0 | 0 | 0 | 0 | 0 | 850 |
| TOTAL REVENUE: | 350 | 500 | 0 | 0 | 0 | 0 | 0 | 0 | 850 |

| EXPENDITURE SCHEDULE: | PRIOR | 2006-07 | 2007-08 | 2008-09 | 2009-10 | 2010-11 | 2011-12 | FUTURE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| Construction | 350 | 500 | 0 | 0 | 0 | 0 | 0 | 0 | 850 |
| TOTAL EXPENDITURES: | 350 | 500 | 0 | 0 | 0 | 0 | 0 | 0 | 850 |

MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION IMPROVEMENT PROGRAM
PEOPLE'S TRANSPORTATION PLAN (PTP)

**Commission District 8** — **Katy Sorenson**

| MPO Project Num. | Facility/Project Name | | Bicycle Accom. | Type of Work | Project Cost ($000s) | Prior Years Funding ($000s) |
|---|---|---|---|---|---|---|
| Agency Project Num. | From/Location | To/Location | Length (miles) | Remarks | | |
| PW20040341 | SW 87 Avenue | | B | Widening: 2 to 4 lanes | 12,604 | 12 |
| 20040341 | SW 216 Street | SW 168 Street | 3 | Prior years Funding as follows: $12,000 for PE | | |

| Activity /Phase | Funding Source | Proposed Funding (in $000s) 2006 - 2007 | 2007 - 2008 | 2008 - 2009 | 2009 - 2010 | 2010 - 2011 |
|---|---|---|---|---|---|---|
| PE | PTP | 0 | 0 | 442 | 900 | 0 |
| CST | PTP | 0 | 0 | 0 | 0 | 1,500 |

| PW20040345 | SW 120 Street | | B | Widening: 4 to 6 lanes | 5,512 | 12 |
|---|---|---|---|---|---|---|
| 20040345 | SW 137 Avenue | SW 117 Avenue | 2 | Prior Years Funding as follows: $12,000 for PE | | |

| Activity /Phase | Funding Source | Proposed Funding (in $000s) 2006 - 2007 | 2007 - 2008 | 2008 - 2009 | 2009 - 2010 | 2010 - 2011 |
|---|---|---|---|---|---|---|
| PE | PTP | 0 | 0 | 0 | 300 | 200 |

| PW20040343 | SW 137 Avenue | | B | Completion as two (2) continuous lanes | 16,804 | 14 |
|---|---|---|---|---|---|---|
| 20040343 | US - 1 | SW 200 Street | 3 | Prior Years Funding as follows: $14,000 for PE | | |

| Activity /Phase | Funding Source | Proposed Funding (in $000s) 2006 - 2007 | 2007 - 2008 | 2008 - 2009 | 2009 - 2010 | 2010 - 2011 |
|---|---|---|---|---|---|---|
| PE | PTP | 0 | 590 | 1,200 | 0 | 0 |
| CST | PTP | 0 | 0 | 0 | 5,000 | 5,000 |

OPERT P108 US1
RIF6
CD8

NOTE 1: PTP NEIGHBORHOOD IMPROVEMENTS INCLUDE: Modifications of intersections; resurfacing of local and arterial roads; installation / repairs of guardrails; installation of school flashing signals, enhancement of greenways and bikeways, A.D.A. curb cuts / repairs, pavement markings, roadway lighting, traffic calming, traffic signals, and traffic sign replacement / repair. Such improvements also include replacement / repair of sidewalks, repair / installation of drainage and landscape beautification (including community image enhancements) related to the development, construction, operation or maintenance of roads and bridges in the County or to the expansion, operation or maintenance of bus and fixed guideway system.

NOTE 2: The following applies only to project No. 20040357 (671916) in Commission District 13 - NW 62nd Avenue (W 8 Avenue) from NW 138 Street to NW 105 Street - :
REIMB = Loan Repayment from Road Impact Fee (RIF) 9. Negative numbers in Total Costs row reflect repayment amounts exceed expenditures. Cost Estimates do not reflect repayment amounts.
RIF 9 is financing $2.4 Million, PTP is financing $3.1 Million. PTP will front total amount of $5.5 Million and will be reimbursed $600,000 per year from FY 04-05 through FY 07-08..

NOTE 3: B = Requires full consideration of bicycle accommodations in accordance with the Bicycle Facilities Plan.
PE = Preliminary Engineering; CST = Construction; FS = Feasibility Study.

# NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

SW 137 Avenue
BETWEEN SW 200 Street AND US-1
OCI PROJECT No. E06-PW-10

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

**W I T N E S S E T H:**

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER, and the ENGINEER hereby covenants to provide, the professional services prescribed herein in connection with the design of SW 137 Avenue between SW 200 Street and US-1.

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**PROFESSIONAL SERVICES AGREEMENT**

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APPENDIX

EXHIBIT "A" MINIMUM REQUIREMENTS FOR PLANS SUBMITTAL

AFFIDAVITS

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

**SECTION I - COUNTY OBLIGATIONS**

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

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

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

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

1. COUNTY standard construction details applicable to the project.

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

**SECTION II - PROFESSIONAL SERVICES**

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

A. Master Plan Phase

Upon receipt of written authorization from the Director to proceed with the Master Plan Phase of the project, the ENGINEER shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the COUNTY a Master Plan containing recommendations for "Typical Sections", roadway alignment, point of connection to adjacent roadways and

prepare for and conduct a Public Meeting to inform residents and neighborhood organizations of proposed construction. To accomplish the work described under this phase, the ENGINEER shall observe the following requirements:

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

B. Design Phase

Upon receipt of written authorization from the Director to proceed with the project, the ENGINEER shall prepare preliminary Engineering data, including sketches and drawings, based on recommendations from the Master Plan

Phase; perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the COUNTY in obtaining approval of preliminary design work from any local, state or federal agency having an interest in the project. The ENGINEER shall prepare final complete construction plans for the project in accordance with current County standards, to be used for the receipt of bids, which shall include, but not limited to, development of design plans for new road construction and widening, resurfacing, drainage, raised median, curb and gutter, sidewalks, lighting, signalization, pavement markings and signing, bicycle facilities and new bridge over canal.

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

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

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

6. Cooperate fully with the COUNTY to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The ENGINEER will assist the COUNTY in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The ENGINEER shall provide two sets of prints for each utility company prior to the meeting. The ENGINEER shall be responsible for preparation and distribution of meeting minutes. The ENGINEER shall provide adequate design and coordination to accommodate utilities in order to avoid claims and delays during construction.

7. Report the status of the project to the Director upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.

8. Submit to the Director five (5) sets of check prints for the project at the 30%, 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with two (2) signed and sealed full size, 22"x34" bound sets of prints of the final construction plans, two (2) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, original Mylar tracings on approved, 22"x34"and 11"x17" Mylar stock (4 mils thick with signed Cover

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

- Cover Sheet
- Typical Section
- Summary of Quantities
- Plan and Profiles
- Intersecting Street Profiles
- Drainage Structures
- Cross Sections
- Lighting Plans
- Marking and Signing Plans
- Signalization Plans
- Maintenance of Traffic / Construction Phasing Plans.

9. Prepare and submit to the COUNTY an opinion of probable construction cost, at the 60%, 90% and 100% completion milestones, of the proposed project design.

10. The ENGINEER agrees that the quality of the work performed by the ENGINEER and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services, and agrees to guarantee compliance of the work with all applicable industry standards and regulations.

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

12. The ENGINEER agrees to provide employees performing work under this Agreement with health care benefits.

C. Construction Phase

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

1. Periodic general engineering Consultation and advice.
2. Review and approval of shop drawings.
3. Post-design services if required during construction.

**SECTION III - TIME FOR COMPLETION**

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

A. Master Plan Phase

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

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined herein, render performance of the ENGINEER's duties impossible. Such extensions of time

shall not be cause for any claim by the ENGINEER for extra compensation.

B. Design Phase

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

C. Construction Phase

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

**SECTION IV - FORCE MAJEURE**

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and

people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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

timely notice causes material prejudice to the other party or parties.

**SECTION V - COMPENSATION**

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

A. Professional Services Fee

1. Master Plan Phase

For service rendered pursuant to the Master Plan Phase in accordance with the terms and conditions of this Agreement, the ENGINEER shall receive the following fee:

For the complete study and preparation of a Master Plan with recommendations for "Typical Sections", roadway alignment(s), connection to adjacent roadways, and Public-Meetings, the lump sum fee of **$ 26,061.07.**

2. Design Phase

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

a. For the implementing of the Master Plan recommendations, complete design and preparation of construction plans, and all incidental work thereto as necessary for construction of all project

elements, excluding traffic signals, the lump sum fee of **$ 505,220.64**.

b. For the complete design of new traffic signals and/or upgrade of existing traffic signals included in the project, the preparation of their construction plans and specifications, and all incidentals work thereto, the lump sum fee of **$ 22,995.06** .

In the event design of additional signals is required for the project, and such work is authorized by the Director, the ENGINEER shall receive the following lump sum fees for performance of said work:

- Design of new standard signals and/or upgrade of existing standard signals **$ 7,665.02**.
- Design of new pedestrian signals and/or upgrade of existing pedestrian signals **$ 5,748.77**.

c. The total of all regular fee payments to the ENGINEER for services rendered pursuant to the Design Phase shall be **$ 528,215.70**, provided no additional work, as defined in Section VI hereof, is requested and authorized by the Director.

3. Construction Phase

In accordance with the terms and conditions of this Agreement, including preconstruction meetings, shop

drawing reviews, and all incidental work thereto, general engineering consultation and advice, field meetings during construction, and post-design services, the fee shall be **$ 34,492.59**. Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

4. Total Fee

The total of all regular fee payments to the ENGINEER under this Agreement shall be **$ 588,769.36**, the sum of A1, A2 and A3 above, providing that no additional work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

B. Compensation for Other Services

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

1. Printing and Reproduction

The COUNTY shall reimburse the ENGINEER for the cost of printing project plan sheets required for utility coordination and other required submittals. The total cost to the COUNTY for this reproduction service shall be **$ 5000**.

2. Public Involvement Plan

The COUNTY shall compensate the ENGINEER for the preparation and implementation of a Public Involvement Plan (PIP) in order to minimize the impact from the

construction project; the exact scope to be determined by the COUNTY. The fee for this work shall not exceed **$ 30,000**.

3. Traffic Analysis

The COUNTY shall compensate the ENGINEER for the preparation of a Traffic Analysis report, which will include the gathering of traffic data, (24 hour counts for each direction and turning movement counts), traffic forecast, future conditions analysis, traffic flow analysis, queue analysis, and coordination with the applicable agencies and Departments. The fee for this work shall be **$14,500.00.**

C. Total Compensation

The total of all costs associated with accomplishing the work under the terms of this Agreement shall be **$ 638,269.36,** the sum of fees set forth in A and B above, providing that no additional work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

## SECTION VI - ADDITIONAL WORK

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

A. Additional Work

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

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

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

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

2. Fees Based on Fixed Hourly Rates

The fee for services rendered by the ENGINEER's principals shall be computed based on the fixed hourly rate of **$ 115**.

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

Manny Then, P.E.

3. Lump Sum Fee

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

4. Reimbursable Expenses

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

a. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion.

These expenses shall be reimbursed on a direct cost basis.

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

B. Allowance Account

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

The project is a Professional Services Agreement for the design of a facility on public property; therefore an estimated Allowance Account of **$ 63,827** is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the COUNTY for unforeseen conditions necessitating additional design, resulting in additions to the basic fee.

**SECTION VII - TOTAL PROJECT COST**

The total Project Cost set forth in Section V and Section VI above, under the terms of this Agreement, shall be **$ 702,096.36**.

## SECTION VIII - METHODS OF PAYMENT

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

A. Master Plan Phase

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

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

B. Design Phase

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

C. Construction Phase

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

referenced to the particular Notice to Proceed for Construction Services

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

D. Additional Work

1. Estimated Professional Fees and/or Reimbursable Expenses

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

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

2. Lump Sum Fee

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

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

**SECTION IX - RIGHT OF DECISIONS**

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

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

**SECTION X - OWNERSHIP OF DOCUMENTS**

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

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

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

**SECTION XI - REUSE OF DOCUMENTS**

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

**SECTION XII - CORRECTIONS TO CONTRACT DOCUMENTS**

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

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

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

**SECTION XIII - COURT APPEARANCES AND CONFERENCES**

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

**SECTION XIV - NOTICES**

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

**SECTION XV - ABANDONMENT**

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

## SECTION XVI - AUDIT RIGHTS AND IPSIG

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION XVII - SUBCONTRACTING**

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

**SECTION XVIII - WARRANTY**

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

of Public Works projects including roadway and bridge structures.

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

**SECTION XIX - TERMINATION OF AGREEMENT AND SANCTIONS FOR CONTRACTUAL VIOLATIONS**

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

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

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

**SECTION XX - DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of three (3) years after its date of execution or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties hereto or as provided in other Sections of this agreement. AB 1029-09

**SECTION XXI - DEFAULT**

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

**SECTION XXII - INDEMNIFICATION AND HOLD HARMLESS**

The ENGINEER shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement, in accordance with Section 725.08 of the Florida Statutes.

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

The ENGINEER 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 the ENGINEER in which the COUNTY participated either through review or concurrence of the ENGINEER's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the ENGINEER, the COUNTY in no way assumes or shares any responsibility or liability of the ENGINEER and other persons employed or utilized by the ENGINEER under this agreement.

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

1. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000.00 combined single limit per occurrence for bodily injury and property damage.
2. Professional Liability Insurance in an amount not less than $1,000,000.00.

3. Public Liability Insurance, on a comprehensive basis, in an amount not less than $300,000.00 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

4. Worker's Compensation Insurance for all employees of the ENGINEER as required by Florida Statute 440.

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

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

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

**SECTION XXIII - CERTIFICATION OF WAGE RATES**

In accordance with Florida Statute 287.055,5(a) the ENGINEER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Sections V and VI are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

**SECTION XXIV - ORDINANCES**

The ENGINEER agrees to abide and be governed by Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No.72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan),

Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R 385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Ordinance No. 97-215 (Establishing the Office of the Inspector General), Resolution No. R-1006-97 (Approving A.O. No.3-24 for Responsible Wages and Benefits in accordance with Ordinance No. 90-143), Resolution No. R-1206-97, Ordinance No. 98-106 (Cone of Silence), Resolution No. R-516-96 and Administrative Order 3-20 (Independent Private Sector Inspector General (IPSIG) Services), which are incorporated herein by reference, as if fully set forth herein, in connection with the ENGINEER's obligations hereunder.

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

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

**SECTION XXV - VALUE ANALYSIS**

County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is not mandated for those projects whose construction cost estimate is below the Five Million Dollar ($5,000,000.00) threshold. The AO further states that principles and objectives of a VA/E study may be utilized for such projects in an informal manner. Therefore, with respect to this requirement, VA/E review may be conducted on an informal basis by County staff or an independent consultant under contract to the County and supervised by the Project Manager. The ENGINEER shall participate in these reviews pursuant to this Agreement.

## SECTION XXVI - AFFIRMATIVE ACTION

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

## SECTION XXVII - UTILIZATION REPORT (UR)

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program, A.O. 3-22 Community Small Business Enterprise (CSBE) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the Prime consultant is required to file Utilization Reports (UR) with the Miami-Dade County contracting department monthly, unless designated otherwise. The UR is required to accompany every invoice, which is due on or before the tenth working day following the end of the month the report covers. The UR should indicate the amount of contract monies received and paid as a Prime consultant, including payments to subconsultant(s) (if applicable), from the County pursuant to the project. Authorized

representatives of each listed subconsultant(s) shall sign the report, verifying their participation in the work contracted and receipt of the monies listed. The monthly reports are to be submitted to the Miami-Dade Department of Small Business Development, 111 N.W. 1st Avenue, 19th Floor, Miami, Florida, 33128, in the format attached hereto titled "Architecture & Engineering Utilization Report".

**SECTION XXVIII- PROMPT PAYMENT**

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

**SECTION XXIX- PERFORMANCE EVALUATION**

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

**SECTION XXX ENTIRETY OF AGREEMENT**

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

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

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

**ATTEST:**

**HARVEY RUVIN,**
**CLERK OF THE BOARD**

By: _____

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

By: _____
County Mayor

**ATTEST:**

By: _____
Dixie L. McGaffick

By: _____
J. Steven Mifflin, P.E.
Senior Vice President
(CORPORATE SEAL)

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

APPROVED AS TO
INSURANCE REQUIREMENTS

_____
RISK MANAGEMENT DIVISION
DATE 02/01/08

**EXHIBIT "A"**

**Requirements for Phase Development and Submittals**

**Master Plan Phase**

- Typical Section(s)
- Roadway Alignment(s)
- Connections to Adjacent Roadways
- Prepare and Conduct Public Meeting
- Preliminary Opinion of Probable Construction Cost

**30% Phase**

- Traffic Analysis (as required)
- Cover sheet
- Back of Sidewalk Profiles
- Typical Section(s)
- Plan and Profiles (Proposed horizontal road layout to include existing topography & utilities, R/W, geometry, survey reference points; Vertical layout to include existing and proposed PGL & utilities)
- Cross Sections (existing and proposed)
- Coordination with applicable jurisdictional permitting agencies
- Value Engineering (Applies for projects > $5,000,000)

**60% Phase**

- Substantial completion of items submitted at 30%.
- General Notes (edited)
- Plan and Profile (Drainage structures and Exfiltration Trench)
- Drainage Report (final)
- Drainage Structures Sheets (showing utilities)
- Summary of Pay Items
- Plateau Intersections - Major streets
- Minor Intersecting street profiles
- Special Profiles
- Pavement markings & signing and notes(without complete tabulation of quantities)
- Signalization plans (Mast arm data, FPL and BellSouth service points, details and notes) (without complete tabulation of quantities)

- Lighting plans (Pole and conduit layout, pole data, schematic wiring diagram, FPL service points, details, notes and report) (without complete tabulation of quantities)
- Tree Removal/Relocation plan (without details) (as required)
- Submittal to applicable jurisdictional agencies for review and approval/permits
- Opinion of Probable Construction Cost

**90% Phase**

- Substantial completion of items submitted at 60%.
- Miscellaneous details and tabulation of quantities (roadway, drainage, lighting, marking and signage, signalization, landscaping, etc.)
- Maintenance of traffic/Phasing plans (typical sections and notes)
- Opinion of Probable Construction Cost

**100% Phase**

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

**Project Final Submittal Requirements**

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

**MIAMI-DADE COUNTY**

**MIAMI-DADE COUNTY PARK AND RECREATION DEPARTMENT**
**SINGLE EXECUTION AFFIDAVITS AND CERTIFICATIONS**

Project Title Professional Services Agreement for SW 137 Avenue Between SW 200 Street and US-1

Project Number E06-PW-10

COUNTY OF Palm Beach

STATE OF Florida

Before me the undersigned authority appeared, J. Steven Mifflin, P.E. (Print Name)

who is personally known to me or who has provided _____

as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

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

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

hereinafter referred to as the contracting entity being its

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

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

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY**
**PART I**

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

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

   Kimley-Horn and Associates, Inc.

   4431 Embarcadero Drive

   West Palm Beach, Florida 33407

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

   Please see attached.

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

   Please see attached.

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

   Associates Group Services, Inc. 100%

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

   Not applicable

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

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

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

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

None.

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

(a) President: _____

Vice-Pres: _____

Secretary: _____

Treasurer: _____

(b) President: _____

Vice-Pres: _____

Secretary:

Treasurer: _____

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

(c) _____ (Name)

(c) _____ (Title)

(d) _____ (Name)

(d) _____ (Title)

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

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

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

(ADD EXTRA SHEETS IF NEEDED

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

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

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY**
**PART II**

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

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

Summary of Construction Work performed: None.

Litigation Arising out of Contract:

| | | | |
|---|---|---|---|
| (2) | | | |
| ____ | $_____ | $_____ | _____% |

Summary of Construction Work performed:

Litigation Arising out of Contract:

(ADD EXTRA SHEET(S) IF NEEDED.)

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

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

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

Litigation Arising out of Agreement: _____

| | | | |
|---|---|---|---|
| (2) | | | |
| ____ | $_____ | $_____ | _____% |

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

Litigation Arising out of Agreement: _____

(ADD EXTRA SHEET(S) IF NEEDED.)

Miami-Dade County

# WORK HISTORY DISCLOSURE SUPPLEMENT FORM

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

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

**PLEASE TYPE OR PRINT CLEARLY**

**NAME OF FIRM:** Kimley-Horn and Associates, Inc. **FEDERAL EMPLOYEE ID NUMBER:** 56-0885615 **DATE:** January 9, 2008

| Award/Solicitation Project Number | Title of Project | Name of Subconsultants | Amount Paid to Subconsultants 01/01/2004-12/31/2004 | 01/01/2005-12/31/2005 | 01/01/2006-12/31/2006 | 01/01/2007-12/31/2007 |
|---|---|---|---|---|---|---|
| E01-WASD-05 | Prof. Services Water and Sewer | Civil Works, Inc. | $ 14,232.00 | | $20,797.55 | |
| | | EAC Consulting, Inc. | $ 2,286.72 | $ 2,286.73 | $27,534.50 | |
| | | Schwebke-Shiskin | 0 | | | |
| | | Tierra, Inc. | 0 | $2,000.00 | $14,092.00 | |
| | | | | | | |
| | | **Total Amount Paid to Subconsultants** | **$ 16,518.72** | **$ 2,286.73** | **$ 62,424.05** | |
| | | **Total Amount Paid to Prime Consultant** | **$221,673.03** | **$ 1,653.10** | **$ 50,309.91** | |
| | | **Net Amount Paid to Prime Consultant** | **$205,154.31** | **$ 633.63** | **$ (12,114.14)** | |

| Award/Solicitation Project Number | Title of Project | Name of Subconsultants | Amount Paid to Subconsultants 01/01/2004-12/31/2004 | 01/01/2005-12/31/2005 | 01/01/2006-12/31/2006 | 01/01/2007-12/31/2007 |
|---|---|---|---|---|---|---|
| TA00-TPS-8 | MD County MTDA | Parsons Transportation | $ 63,302.07 | | | |
| | | LKG-CMC, Inc. | $ 75,101.95 | $ 4,804.18 | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | **Total Amount Paid to Subconsultants** | **$148,827.20** | **$ 17,264.18** | **$ 0.00** | **$ 0.00** |
| | | **Total Amount Paid to Prime Consultant** | **$181,540.84** | **$131,009.61** | **$ 0.00** | **$ 0.00** |
| | | **Net Amount Paid to Prime Consultant** | **$ 32,713.64** | **$113,745.43** | **$ 0.00** | **$ 0.00** |

# WORK HISTORY DISCLOSURE SUPPLEMENT FORM

| Award/Solicitation Project Number | Title of Project | Name of Subconsultants | Amount Paid to Subconsultants 01/01/2004-12/31/2004 | 01/01/2005-12/31/2005 | 01/01/2006-12/31/2006 | 01/01/2007-12/31/2007 |
|---|---|---|---|---|---|---|
| E05-MPO-01 | General Planning Consultant Services | Richard Garcia & Associates | | | | 5,250.00 |
| | | EBS Engineering, Inc. | | | | 31,100.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | **Total Amount Paid to Subconsultants** | $ 0.00 | $ 0.00 | $ 0 | 36,350.00 |
| | | **Total Amount Paid to Prime Consultant** | $ 13,535.33 | $ 3,031.26 | $ 0 | 328,065.00 |
| | | **Net Amount Paid to Prime Consultant** | $ 13,535.33 | $ 3,031.26 | $ 0 | 291,715.00 |

| Award/Solicitation Project Number | Title of Project | Name of Subconsultants | Amount Paid to Subconsultants 01/01/2004-12/31/2004 | 01/01/2005-12/31/2005 | 01/01/2006-12/31/2006 | 01/01/2007-12/31/2007 |
|---|---|---|---|---|---|---|
| E99-MPO-01 | I-395 | Siskind, Carlson & Partner | | | | 0 |
| | | Crossroads Engineering DA | $4,636.20 | | | 0 |
| | | | | | | |
| | | | | | | |
| | | **Total Amount Paid to Subconsultants** | $ 7,136.20 | $ 0.00 | $ 0 | $ 0 |
| | | **Total Amount Paid to Prime Consultant** | $120,675.00 | $14,140.00 | $ 0 | $ 0 |
| | | **Net Amount Paid to Prime Consultant** | $113,538.80 | $14,140.00 | $ 0 | $ 0 |

# WORK HISTORY DISCLOSURE SUPPLEMENT FORM

| Award/Solicitation Project Number | Title of Project | Name of Subconsultants | Amount Paid to Subconsultants 01/01/2004-12/31/2004 | 01/01/2005-12/31/2005 | 01/01/2006-12/31/2006 | 01/01/2007-12/31/2007 |
|---|---|---|---|---|---|---|
| E02-MPO-01 | General Planning MPO | CMA Enterprise Inc. | | $ 8,500.00 | $ 8,500.00 | 0 |
| | | Sheryl Walters-Malcolm | | $ 33,239.00 | $ 33,239.00 | 0 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | **Total Amount Paid to Subconsultants** | | **$ 41,739.00** | **$ 0** | |
| | | **Total Amount Paid to Prime Consultant** | **$ 49,043.75** | **$ 72,222.45** | **$ 47,423.30** | |
| | | **Net Amount Paid to Prime Consultant** | **$ 49,043.75** | **$ 30,483.45** | **$ 47,423.30** | |

| Award/Solicitation Project Number | Title of Project | Name of Subconsultants | 01/01/2004-12/31/2004 | 01/01/2005-12/31/2005 | 01/01/2006-12/31/2006 | 01/01/2007-12/31/2007 |
|---|---|---|---|---|---|---|
| E02-MDAD-04 | Miami Airfield Security | Gartek Engineering Corp. | | | $ 3,126.00 | $20,210.30 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | **Total Amount Paid to Subconsultants** | | | **$ 3,126.00** | **$ 20,210.30** |
| | | **Total Amount Paid to Prime Consultant** | | | **$ 484,984.30** | **$ 205,474.52** |
| | | **Net Amount Paid to Prime Consultant** | | | **$ 484,359.10** | **$ 185,264.22** |

| Award/Solicitation Project Number | Title of Project | Name of Subconsultants | 01/01/2004-12/31/2004 | 01/01/2005-12/31/2005 | 01/01/2006-12/31/2006 | 01/01/2007-12/31/2007 |
|---|---|---|---|---|---|---|
| R-876-05 | Miami-Dade County ATMS | Crossroad Engineering Data | | | | 55,816.58 |
| | | Cables & Chips | | | | 352.09 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | **Total Amount Paid to Subconsultants** | | | | **$ 56,168.67** |
| | | **Total Amount Paid to Prime Consultant** | | | | **$2,301,084.87** |
| | | **Net Amount Paid to Prime Consultant** | | | | **$2,244,916.20** |

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

**Signature of Affiant:** Martha Doyle

**Printed Name of Affiant:** Martha Doyle

**Title:** Accounting Manager

**Sworn to subscribed before me this** 9th **day of** January **, 2008**

**Notary Public:** Dixie L. McGaffick

**My Commission expires on:** Sep 24 2010 **Notary Seal:**

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

MIAMI-DADE COUNTY

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

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

**PLEASE TYPE OR PRINT CLEARLY**

**NAME OF FIRM:** Kimley-Horn and Associates, Inc. **FEDERAL EMPLOYER ID. NO.:** 56-0885615 **DATE:** January 9, 2008

| Years | Date of PSA | Acting As | | | | Project Number | Title of Project | Award Amount | Paid Amount |
|---|---|---|---|---|---|---|---|---|---|
| 2004 | N/A | Prime | X | Sub | ☐ | E00-PARK-01-R1 | MDC P&R Sewer Connect for Parks | 0 | 13,535.33 |
| | N/A | Prime | X | Sub | ☐ | E98-PW-03 | Misc. Public Works Projects | 0 | 183,629.27 |
| | N/A | Prime | X | Sub | ☐ | E99-MPO-01 | Technical Studies Program Support | | 120,675.00 |
| | N/A | Prime | X | Sub | ☐ | TA00-TPS-8 | MD County MTDA | | 181,540.84 |
| | N/A | Prime | X | Sub | ☐ | E01-WASD-05 | Professional Service Water & Sewer | | 221,673.03 |
| | 05/11/04 | Prime | X | Sub | ☐ | E02-MDAD-04 | MIA Airfield Security | 2,005,000.00 | |
| | N/A | Prime | X | Sub | ☐ | E02-MPO-01 | General Planning Consultant Services | | 49,043.75 |
| | | | | | | | SUB-TOTAL FROM ATTACHED SHEETS | **2,005,000.00** | **770,097.22** |
| 2005 | N/A | Prime | X | Sub | ☐ | E00-PARK-01-R1 | MDC P&R Sewer Connect for Parks | | 3,031.26 |
| | N/A | Prime | X | Sub | ☐ | E98-PW-03 | Misc. Public Works Projects | | 23,929.23 |
| | N/A | Prime | X | Sub | ☐ | E99-MPO-01 | Technical Studies Program Support | | 14,140.00 |
| | N/A | Prime | X | Sub | ☐ | TA00-TPS-8 | MD County MTDA | | 131,009.61 |
| | N/A | Prime | X | Sub | ☐ | E01-WASD-05 | Professional Service Water & Sewer | | 1,653.10 |
| | 05/11/04 | Prime | X | Sub | ☐ | E02-MDAD-04 | MIA Airfield Security | | 291,068.00 |
| | N/A | Prime | X | Sub | ☐ | E02-MPO-01 | General Planning Consultant Services | | 72,222.45 |
| | 07/18/05 | Prime | X | Sub | ☐ | R-876-05 | Miami-Dade County ATMS | 9,000,000.00 | 48,750.00 |
| | 6/17/05 | Prime | X | Sub | ☐ | E04-SEA-01 | Port of Miami | 2,522,727.00 | |
| | 2/17/05 | Prime | X | Sub | ☐ | E04-WASD | XXXXXX | 1,387,500.00 | |
| | | | | | | | SUB-TOTAL FROM ATTACHED SHEETS | **12,910,227.00** | **585,803.65** |

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## WORK HISTORY DISCLOSURE REVISION FORM

| Years | Date of PSA | Acting As | | | | Project Number | Title of Project | Award Amount | Paid Amount |
|---|---|---|---|---|---|---|---|---|---|
| 2006 | N/A | Prime | X | Sub | ☐ | R-876-05 | Miami-Dade County ATMS | 0 | 1,967,241.2 |
| | 11/13/06 | Prime | X | Sub | ☐ | E05-WASD-13 | Miami-Dade Water & Sewer | 1,650,000 | |
| | N/A | Prime | X | Sub | ☐ | E02-MDAD-04 | MIA Airfield Security | 0 | 484,984.30 |
| | N/A | Prime | X | Sub | ☐ | E02-MPO-01 | General Planning MPO | 0 | 155,717.55 |
| | N/A | Prime | X | Sub | ☐ | E98-PW-03 | Misc. Public Works Projects | 0 | 66,000.00 |
| | 06/22/06 | Prime | X | Sub | ☐ | E05-MPO-01 | General Planning Consultant Services | 2,000,000.00 | |
| | 06/09/06 | Prime | X | Sub | ☐ | E05-PW-03 PTP | Misc. Public Works Projects | 405,362.62 | 21,919.83 |
| | 12/06/06 | Prime | X | Sub | ☐ | E05-PW-12 | Venetian Causeway Streetscape Improvements | 125,631.27 | |
| | | | | | | | SUB-TOTAL FROM ATTACHED SHEETS | **4,180,993.89** | **2,746,172.8** |
| 2007 | | Prime | X | Sub | ☐ | R-876-05 | Miami-Dade County ATMS | | 2,301,084.8 |
| | | Prime | X | Sub | ☐ | E02-MDAD-04 | MIA Airfield Security | | 323,570.57 |
| | | Prime | X | Sub | ☐ | E02-MPO-01 | General Planning MPO | | 139,806.75 |
| | | Prime | X | Sub | ☐ | E05-MPO-01 | General Planning Consultant Services | | 328,065.00 |
| | | Prime | X | Sub | ☐ | E05-PW-03 | Misc. Public Works Projects | | 227,682.45 |
| | | Prime | X | Sub | ☐ | E00-PARK-01, R1 | MDC P&R Sewer Connect for Parks | | 78,402.44 |
| | | Prime | X | Sub | ☐ | E04-SEA-01 | Port of Miami | | 132,723.09 |
| | | Prime | X | Sub | ☐ | EDF 2011-B | Professional Services Agreement | 22,070.50 | |
| | | Prime | X | Sub | ☐ | E05-PW012 | Venetian Causeway Streetscape Improvements | 521,781.35 | 251,287.86 |
| | | Prime | X | Sub | ☐ | E05-WASD-13 | Miami-Dade Water & Sewer | | 90,797.81 |
| | | | | | | | SUB-TOTAL FROM ATTACHED SHEETS | **543,851.85** | **3,873,420.8** |

2007

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

**Signature of Affiant:** Martha Doyle

**Printed Name of Affiant:** Martha Doyle

**Title:** Accounting Manager

**Sworn to subscribed before me this** 9th **Day of** January , 2008

**Notary Public:** Dixie L. McI

**My Commission expires on:** Sep 24 2010 **Notary Seal:** NOTARY PUBLIC STATE OF FLORIDA Commission #D Expires: SEP. www.AaronNo

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

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

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

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

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

**(ADD EXTRA SHEET(S) IF NEEDED.)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**MIAMI-DADE COUNTY DEPARTMENT DISCLOSURE AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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## CRIMINAL RECORD AFFIDAVIT

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

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

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

---

## CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

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

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

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

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## DISABILITY NONDISCRIMINATION CERTIFICATION

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

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

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

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

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

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## FAMILY LEAVE PLAN CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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## DRUG-FREE WORK PLACE CERTIFICATION

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

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## CODE OF BUSINESS ETHICS CERTIFICATION

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

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

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

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

Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.

- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.

- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

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

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.

- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

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

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.

- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsely disparage our competitors.

- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.

- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.

- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.

- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or

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

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

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

Public Life and Political Campaigns

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

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

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

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

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

Pass-through Requirements

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

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

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

MBE Staff Utilization

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

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

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**ORDINANCE NO. 98-30**
**AAP/PP AFFIDAVIT**

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

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

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

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

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

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

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

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

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

## AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

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

STATE OF FLORIDA)
ss
COUNTY OF MIAMI-DADE)

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

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

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

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

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

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

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

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

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

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

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

## FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

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

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

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

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

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

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

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## REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS CERTIFICATION:

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

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

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## FALSE CLAIMS ORDINANCE AFFIDAVIT

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

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

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

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

By: J. Steven Mifflin
Signature of Affiant

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

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

SUBSCRIBED AND SWORN TO (or affirmed) before me this 8th day of January, 2008

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

Dixie L. McGaffick
Signature of Notary

DD598149
Serial Number

Dixie L. McGaffick
Print or Stamp Name of Notary

Sep 24, 2010
Expiration Date

Notary Public - State of Florida

Notary Seal

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



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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/23/2009

PRODUCER (770)552-4225 FAX:
Ames and Gough
450 Northridge Parkway
Suite 102
Atlanta GA 30350

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

INSURED
Kimley-Horn and Associates, Inc.
P.O. Box 33068

Raleigh NC 27636

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

**COVERAGES**

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | | **GENERAL LIABILITY** | | | | EACH OCCURRENCE | $ |
| | | COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | CLAIMS MADE OCCUR | | | | MED EXP (Any one person) | $ |
| | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | GENERAL AGGREGATE | $ |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $ |
| | | POLICY PRO-JECT LOC | | | | | |
| | | **AUTOMOBILE LIABILITY** | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | ANY AUTO | | | | | |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | SCHEDULED AUTOS | | | | | |
| | | HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | NON-OWNED AUTOS | | | | | |
| | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | **GARAGE LIABILITY** | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | **EXCESS/UMBRELLA LIABILITY** | | | | EACH OCCURRENCE | $ |
| | | OCCUR CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | DEDUCTIBLE | | | | | $ |
| | | RETENTION $ | | | | | $ |
| | | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** | | | | WC STATU-TORY LIMITS OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | | OTHER Professional Liability | 21234548 | 12/9/2008 | 12/9/2009 | Per Claim | $2,000,000 |
| | | | | | | Aggregate | $2,000,000 |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Re: SW 137th Avenue Between 200th Street & US-1; E06-PW-10,PTP; PM: Luis Cubas

**CERTIFICATE HOLDER**

Miami Dade County CIP
Insurance Compliance/Risk Mgr.
111 NW 1st St., Ste. 2130
Miami, FL 33128-1909

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
Matias Ormaza/NOYOLA

## IMPORTANT

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

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

## DISCLAIMER

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



IKO

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2009

PRODUCER (904) 396-4404
ABERCROMBIE INSURANCE AGENCY, INC.
P. O. BOX 5857

JACKSONVILLE FL 32247-5857

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

INSURED
KIMLEY-HORN AND ASSOCIATES, INC
P. O. BOX 33068

RALEIGH NC 27636-306

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: TRAVELERS PROP CASUALTY | 25674 |
| INSURER B: COMPANY OF AMERICA | |
| INSURER C: (A M BEST RATING A+) | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY | P-630-315X3476-TIL-08 | 09/01/2008 | 09/01/2009 | EACH OCCURRENCE | $ 1,000,000 |
| | | [X] COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 500,000 |
| | | [ ] CLAIMS MADE [X] OCCUR | | / / | / / | MED EXP (Any one person) | $ 5,000 |
| | | [X] CONTRACTUAL LIAB | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | [ ] | | / / | / / | GENERAL AGGREGATE | $ 2,000,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | [X] POLICY [ ] PRO-JECT [ ] LOC | | / / | / / | | |
| A | | AUTOMOBILE LIABILITY | P-810-171L6115-TIL-08 | 09/01/2008 | 09/01/2009 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | [X] ANY AUTO | | | | | |
| | | [ ] ALL OWNED AUTOS | | / / | / / | BODILY INJURY (Per person) | $ |
| | | [ ] SCHEDULED AUTOS | | | | | |
| | | [X] HIRED AUTOS | | / / | / / | BODILY INJURY (Per accident) | $ |
| | | [X] NON-OWNED AUTOS | | | | | |
| | | [ ] | | / / | / / | PROPERTY DAMAGE (Per accident) | $ |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | [ ] ANY AUTO | | / / | / / | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | / / | / / | EACH OCCURRENCE | $ |
| | | [ ] OCCUR [ ] CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | [ ] DEDUCTIBLE | | / / | / / | | $ |
| | | [ ] RETENTION $ | | | | | $ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 836G878-3-08 | 09/01/2008 | 09/01/2009 | [X] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | | | | / / | / / | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | | OTHER | | / / | / / | | |
| | | | | / / | / / | | |
| | | | | / / | / / | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

PROJECT: SW 137TH AVENUE BETWEEN 200TH STREET AND US-1; E06-PW-10, PTP. KHA PROJECT MGR: LUIS CUBAS. MIAMI-DADE COUNTY CIP IS AN ADD'L INSURED FOR LIABILITY FOR THIS PROJECT. ALL POLICIES ARE PRIMARY & INCLUDE WAIVER OF SUBROGAITON.

CERTIFICATE HOLDER

( ) - ( ) -
INSURANCE COMPLIANCE/RISK MGR

MIAMI-DADE COUNTY CIP
111 NW 1ST STREET
SUITE 2130
MIAMI FL 33128-1909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE