

MEMORANDUM

Agenda Item No. 14(A)(3)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving contract award of professional services agreement to Kimley-Horn and Associates, inc. for the Ludlam Trail Development Project for the Parks, Recreation and Open Spaces Department, Contract No. 403502-16-001, Project No. A23PR03, in an amount not to exceed \$9,533,563.00, inclusive of a contingency allowance of \$843,960.00, and a term of 1,825 calendar days; and authorizing the County Mayor to execute the agreement, to approve the contingency expenditure limited to 10 percent of the base contract amount, and to exercise all provisions contained in the agreement

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Natalie Milian Orbis.



Geri Bonzon-Keenan
County Attorney

GBK/smm

MDC001

Memorandum



Date: July 21, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Contract Award Recommendation for Approval to Award a Professional Services Agreement for the Ludlam Trail Development Project, Contract No. 403502-16-001, Project No. A23PR03

EXECUTIVE SUMMARY

This item is to recommend that the Board of County Commissioners (Board) approve a Professional Services Agreement (PSA) between Miami-Dade County (County) and Kimley-Horn and Associates, Inc. (Firm) for architectural and engineering services including design and post-design services, civil engineering, highway systems, etc. for the Ludlam Trail Development Project, Project No. A23PR03. The Ludlam Trail (Trail) Development Project will transform a 5.6-mile segment of the former Florida East Coast Railroad into a new continuous, publicly accessible shared-use trail in Miami-Dade County. The Trail will include safe, dedicated pathways for walking, running, and cycling, promoting active lifestyles and non-motorized transportation and recreation, thereby enhancing quality of life for Miami-Dade County residents.

Kimley-Horn and Associates, Inc. was the highest-ranked proposer by the Competitive Selection Committee for the Ludlam Trail Development project. The selection was based on the Committee's evaluation of the firm's qualifications of professional personnel and team members, knowledge of the project scope and approach, and project management methodology. The Firm has performed prior work with the Parks, Recreation and Open Spaces Department (PROS) under the Equitable Distribution Program (EDP) program, including playground-related projects. In addition, the Firm has relevant trail and urban mobility experience on similar projects such as the Atlanta Beltline, The Underline Phase I, II, and III Design Criteria Package, and the Legacy Trail Extension Design.

RECOMMENDATION

It is recommended that the Board approve a competitive award of a PSA (Attachment A) to Kimley-Horn and Associates, Inc. under *Contract No. 403502-16-001, Project No. A23PR03, Ludlam Trail Development Project* for PROS in the combined not-to-exceed amount of \$9,533,563.00, inclusive of a contingency in the amount of \$843,960.00.

This contract is project-specific.

SCOPE

The Ludlam Trail Development Project is located within the former Florida East Coast Railroad corridor extending from approximately 400 feet north of NW 7th Street to the north right-of-way line of SW 80th Street. This project is Countywide in nature.

DELEGATED AUTHORITY

The authority of the County Mayor or Mayor's designee to execute, implement, amend and terminate this contract is consistent with those authorities granted under the Code of Miami Dade County. No further delegation is necessary or being requested for this Amendment.

FISCAL IMPACT/FUNDING SOURCE

This PSA is valued at \$9,533,563.00 for a term of 5 years. See table below for a breakdown and further details.

Base Contract Amount	Contingency Amount (Code Sec. 2-8.1)	Dedicated Allowance	Design Phase Reimbursable
\$8,439,603.00	\$843,960.00	\$100,000.00	\$150,000.00

Funding Source:

Revenue Name	Program No. & Description	Project No.	Fund Code	Funding Amount
Road Impact Fee	939080 – Bike Path-Ludlam Trail – Book Page 245 – Funding Year: Adopted Capital Budget Book for FY 25-26	CPR00000071141	CI052, CI053	\$8,000,000.00
SOB 20C	939080 – Bike Path-Ludlam Trail – Book Page 245 – Funding Year: Adopted Capital Budget Book for FY 25-26	CPR00000071141	CB058	\$1,533,563.00

See table below for additional funding types reviewed, and whether they are applicable.

Funding Type	Legislation	Applicable (Yes or No)	Notations
People's Transportation Plan (PTP)	County Code Section 29-124	No	N/A
General Obligation Bond (GOB)	Resolutions R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04, R-919-04	No	N/A
American Recovery and Reinvestment Act (ARRA-Economic Stimulus)	County Code Section 2-8.2.7	No	N/A

TRACK RECORD/MONITOR

The PROS Planning, Design, and Construction Excellence Assistant Director, Joe Cornely, will be responsible for the tracking and monitoring of this PSA, a copy of which is attached herein.

VENDOR RECOMMENDED FOR AWARD

The table below depicts a summary of the recommended prime consultant.

Vendor Name	Principal Address	Local Address	Number of Employee Residents* 1) Miami-Dade County 2) Percentage (%)	Principal
Kimley-Horn & Associates, Inc.	421 Fayetteville Street Suite 600 Raleigh, NC 27601	2 Alhambra Plaza, Suite 500 Coral Gables, FL 33134-5237	19	Steve Lefton, PLA, AIP, FASLA
			79%	

The sub-consultants/subcontractors for this project are:

Choice Engineering Consultants, Inc.
Chrome Engineering, Inc.
Geosol, Inc.
Global Construction Estimating Corp.
Green Dade, Inc.
Intergra Environmental and Water Services Inc
Manuel G. Vera & Associates, Inc.
Wolfberg/Alvarez and Partners, Inc.

A review of the County's Capital Improvements Information System showed the recommended vendor has an average evaluation score of 3.7 out of a possible maximum score of 4.0.

According to the Firm History Report, as provided by the Small Business Development Division of the Internal Services Department, within the last 3 years, Kimley-Horn & Associates, Inc. has received 49 contracts with a total value of \$14,048,195.00.

DUE DILIGENCE

Pursuant to R-187-12, the Strategic Procurement Department (SPD) conducted due diligence in accordance with SPD's Procurement Guidelines to determine vendor responsibility including verifying corporate status and that no performance or compliance issues exist. The lists referenced included: Capital Improvements Information System, Office of Small Business Development database, Sunbiz, Tax Collector's Office, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties list. Also examined as part of this due diligence: Florida Division of Business and Professional Regulation. There were no adverse findings relating to Firm responsibility.

APPLICABILITY OF ORDINANCES AND MEASURES

The table below depicts various legislative policies, and whether they are applicable to this item.

Title	Legislation	Applicable (Yes or No)	Notations
Small Business Enterprise - Architecture and Engineering	County Code Section 2-10.4.01	Yes	10% A&E Goal
Small Business Enterprise -Services	County Code Section 2-8.1.1.1.1	Yes	Does not apply to professional services A/E consultant work.
Small Business Enterprise -Goods	County Code Section 2-8.1.1.1.2	No	Does not apply to professional services A/E consultant work.
In-house Capabilities	Resolution R-1204-05	No	PROS has evaluated and considered the in-house capabilities of County staff to perform the requested services. Due to the specific size and scope of the project, it requires a set of technical resources that currently exceeds the County's in-house capabilities for the project development.
Responsible Wages	County Code Section 2-11.16	No	Does not apply to professional services A/E consultant work.

Title	Legislation	Applicable (Yes or No)	Notations
Sea Level Rise	Ordinance 14-79	Yes	Pursuant to Miami-Dade County Ordinance 14-79, codified as 2-1, County Code, BCC Rule 5.09, all activity as a result of this contract, including building elevation, installation of mechanical and electrical systems, and building and infrastructure design plans shall consider sea level rise projections and potential impacts as best estimated at the time of the project.
Sustainable Buildings Measure	Implementing Order 8-8	Yes	All activity as a result of this contract shall comply with Chapter 2, Article I, Sec. 2-1, Rules 5.09 through 5.10, and Chapter 9, Article III, Sec. 9-71 through 9-75, of the Code of Miami-Dade County, along with Implementing Order 8-8. The project will obtain ENVISION Silver certification.
Local Preference	County Code Section 2-8.5	No	Did not impact the award as the recommended firm is local.
Local Certified Veteran Business Enterprise Preference	Code County Section 2-8.5.1	Yes	Included
Consultants' Competitive Negotiation Act	FL Stat. 287.055	Yes	Included
Office of Inspector General Fee	County Code Section 2-1076	Yes	Included

BACKGROUND

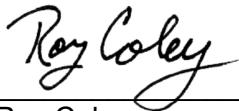
A Notice to Professional Services (NTPC) was issued under full and open competition on November 12, 2024. On the closing date of January 28, 2025, the County received 7 proposals, 3 of which were from local firms. SBD Compliance Review was requested on February 7, 2025, and received on February 14, 2025. An Ethics Opinion was requested on February 25, 2025, and received on March 25, 2025. The First-Tier evaluation meeting was conducted on May 2, 2025. The Firm was evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39. The Second-Tier evaluation meeting was conducted on May 16, 2025. Negotiations commenced on July 28, 2025, and concluded on December 3, 2025. There was a total of 10 negotiation meetings.

This Professional Services Agreement was initiated to support the planning, design, and delivery of the Ludlam Trail as a safe, continuous corridor for walking, running, and bicycling. The trail is intended to promote active lifestyles and expand access to green, non-motorized transportation by improving connectivity between key community destinations—including schools, parks, transit stops, neighborhoods, workplaces, and shopping areas.

The scope of services associated with this effort includes, but is not limited to, development of a shared-use bicycle and pedestrian trail with pavement markings; park and neighborhood connections; street and canal crossings; signage, site furnishings, and access control measures; coordination and review related to contamination remediation; site preparation; installation of shade trees; and integrated landscaping that aligns with the project's drainage plan.

All firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34, and Administrative Order 3-39.

Attachments

A handwritten signature in black ink, reading "Roy Coley". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Roy Coley
Deputy Mayor

Attachment A

Professional Service
Agreement Signed by Kimley-
Horn

**PROFESSIONAL SERVICE AGREEMENT
MIAMI DADE COUNTY PARKS, RECREATION AND OPEN SPACES
DEPARTMENT PROFESSIONAL SERVICES FOR THE LUDLAM TRAIL
DEVELOPMENT PROJECT**

WHEREAS, The County has selected Kimley-Horn and Associates, Inc., in accordance with Section 287.055, Florida Statutes (Consultant's Competitive Negotiation Act) and in accordance with Section 2-10.4, Code of Miami-Dade County and

WHEREAS, this Agreement has been entered into this ____ day of _____ 2026 in the year two thousand and twenty five (effective date of Agreement), BY AND BETWEEN MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "County" or "Owner" and Kimley-Horn and Associates, Inc., hereinafter called the "Consultant", for the following Project:

**PROS Full Services Professional Service Agreement For
The Ludlam Trail Development Project
Project No. A23PR03,
Contract No. 403502-16-001**

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with Contract No. 403502-16-001 as more specifically described in Section II – PROFESSIONAL SERVICES of this Agreement, hereinafter referred to as the "PROJECT".

The County and the Consultant agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.01) BASIC SERVICES:** Those professional services defined in Article 2.01.
- 1.02) ADDITIONAL SERVICES:** Those professional services defined in Article 2.02.
- 1.03) BOARD OF COUNTY COMMISSIONERS:** The duly elected officials authorized to act on behalf of the Owner.
- 1.04) CONSULTANT:** The Architect/Engineer who has entered into a contract with the Owner to provide professional services under this Agreement. The Consultant shall act as the Owner's representative during the Construction Phase of the project, inclusive of the Warranty Phase.
- 1.05) CONTRACTOR:** The firm who has entered into a Contract with the Owner for the construction of County facilities.

- 1.06) OWNER:** Miami-Dade County, a political subdivision of the State of Florida. *The terms “Miami Dade County”, “MDC”, “OWNER”, and “County” may be used interchangeably and shall have the same meaning.*
- 1.07) PROJECT:** The design, construction and all services and incidentals associated with the scope of work as intended and budgeted by the Owner; and listed in this Agreement or an executed Service Order issued by the Owner.
- 1.08) PROFESSIONAL SERVICES AGREEMENT:** (PSA) Synonymous and interchangeably referred to as the “contract”, the “PSA”, or the “Agreement”.
- 1.09) SERVICE ORDER:** A document issued by the OWNER to the CONSULTANT authorizing the performance of specific professional services, stating the scope of the work, the time for completion and amount of the fee authorized for such services. In case of emergency, the OWNER reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.
- 1.10) USING AGENCY:** Miami-Dade County Parks, Recreation and Open Spaces (PROS) Department hereinafter referred to as PROS and/or the “Department”. The Department’s Director or his/her designee is also authorized to act on behalf of the OWNER on all matters pertaining to this Agreement.
- 1.11) SCOPE OF WORK:** This is a project specific professional services agreement. The Miami-Dade County Parks, Recreation and Open Spaces (PROS) seeks the professional services of a Landscape Architecture firm as a Prime Consultant to provide comprehensive services for the Ludlam Trail Development project. The project includes design, construction documents, permitting, assistance with bidding and awarding of the construction contract, and construction administration services. Community engagement will be a vital component of this phase and throughout the project. The Ludlam Trail is a proposed linear park that will transform a 5.6-mile segment of the former Florida East Coast Railroad corridor into a new continuous, publicly accessible shared-use trail in Miami-Dade County. It is located approximately 400 ft. north of NW 7th Street and the north right-of-way line of SW 80th Street, between 69th – 70th Avenues. The trail will include safe, dedicated pathways for walking, running, and cycling. The project seeks to encourage active lifestyles and the use of non-motorized modes of transportation and recreation by enhancing overall connectivity and accessibility between schools, parks, transit stops, residences, workplaces, and shopping.

The project scope of services includes, but is not limited to, Landscape Architecture, urban planning, shared-use trail design, civil engineering, highway systems, and related components, with technical certification requirements as outlined under Section 1.4 of Notice to Professional Consultant (NTPC). The Prime Consultant team will be responsible for integrating all components seamlessly into the Ludlam Trail

Development project, including community engagement and coordination with The Regulatory and Economic Resources - Division of Environmental Resources Management's (RER-DERM) consultant for remediation design. Additionally, the Prime Consultant team will be responsible to comply with NEPA commitments as stated in the Project Development and Environment (PD&E) study approved by the Florida Department of Transportation in May 2023, and coordinate with the Consultant working on the NEPA reevaluation.

Project Description: The Ludlam Trail project will include but is not limited to the design of a 5.6-mile shared use bicycle and pedestrian trail with pavement markings, landscape buffers, park and neighborhood connections, street crossings, canal crossings, amenities such as shelters and site furnishings, wayfinding signage, lighting, access control measures, contamination remediation review and coordination, site preparation, shade trees, and integrated landscaping with the drainage plan (stormwater management, ecological performance, flood risk reduction). Additional amenities and programmed spaces along the trail corridor will be identified and developed through the design process and informed by neighborhood context, as well as community outreach and engagement.

The Ludlam Trail design should demonstrate a comprehensive understanding of sustainable practices and resilient design principles, in line with achieving Envision Silver Certification, to ensure both short-term and long-term environmental, social, and economic benefits, contributing to the overall resilience of the local ecosystem and community. Key considerations include, but are not limited to, enhancing ecological performance and services through the use of native vegetation and green infrastructure, and implementing flood risk reduction measures such as permeable surfaces and bioswales.

The Ludlam Trail project involves coordination with the developers responsible for the development node areas to ensure alignment and seamlessness of the overall trail project within the corridor. The project must also integrate and connect with the three iconic, custom designed overpass bridges located at SW 40th Street (Bird Rd.), Flagler St. and SW 8th St., to be designed and built by the Florida Department of Transportation (FDOT); as well as an overpass bridge across SW 24th Street to be designed and constructed by a private developer.

The project must be designed to be constructed in phases. The consultant will be responsible for determining the project phases. It is essential that the consultant present all phasing to PROS for review, incorporate feedback and obtain formal consensus from the department before finalizing the project phases.

Project Intent: The Ludlam Trail corridor spans or abuts multiple neighborhoods and land uses, including single and multifamily residential areas, commercial zones, major arterial roadways, two parks, and three schools—all of which have their own unique character and needs. The overall design of the trail shall be context-sensitive and compatible with these varying needs and character along the trail corridor. The project is anticipated to improve the visual appeal of the area by replacing an abandoned

railroad corridor with an active, well-maintained, and aesthetically pleasing publicly accessible trail.

The Ludlam Trail is envisioned as an iconic trail corridor and community gathering place that artfully integrates multiuse paths with native landscaping, shady tree canopy, trail and park amenities, and connections to the surrounding community amenities, and canal bridges.

The Consultant team shall develop a design that results in a harmonious landscape that integrates remediation, aesthetically appealing earthwork, stormwater management, planting design, trail facilities, and other program elements, such as gardens, shelters, play areas, trailheads, public art, and gathering areas.

Ultimately, the Trail should have a unique and identifiable brand and design language that sets it apart from other Miami-Dade County trails.

Project Resources: A range of reference documents, planning studies, and project-related documents will provide valuable insights into the project's history and complexity. These resources aim to offer direct guidance to the consultant throughout the project's evolution, focusing on principles pertinent to trail design, landscaping, and associated elements along the trail route. Key documents include, but are not limited to:

1. Miami-Dade County Parks and Open Space Master Plan
2. Park Structure and Landscape Pattern Book
3. Ludlam Trail Corridor Charrette Report
4. CDMP (Comprehensive Development Master Plan) Amendment
5. Corridor District Zoning Category
6. Corridor Rezoning
7. Ludlam Trail Case Study - Trail Design Guidelines and Standards
8. Ludlam Trail Case Study – Benefits Study
9. Type 2 Categorical Exclusion (PD&E Study), approved by FDOT in May 2023
10. 30% preliminary concept plans from the PD&E
11. Ludlam Trail Bridges Design Criteria
12. Site plans for the three development nodes
13. Easement Agreements for the three private development nodes

These documents serve as indispensable references, providing essential guidance to ensure the Ludlam Trail design aligns with established standards and project objectives specific to trail development. They incorporate public input obtained during the charrette process, consultant design criteria, concept plans, environmental considerations, and other relevant information.

Project Requirements: The selected consultant shall perform the necessary permitting coordination and obtain all required permits for this project from all involved agencies and organizations, including but not limited to, the Miami-Dade County Parks, Recreation and Open Spaces Department (PROS); Third-Party sustainability standard certification agencies (e.g., Envision by the Institute for Sustainable Infrastructure, ISI); Miami-Dade County Board of County Commissioners; Miami-Dade County Departments – including but not limited to Regulatory and Economic Resources (RER),

the Division of Environmental Resource Management (DERM), Miami-Dade County Office of Resilience, Department of Transportation and Public Works (DTPW), Department of Cultural Affairs and the Art in Public Places Program; Florida Department of Transportation (FDOT); U.S. Army Corps of Engineers; Florida Department of Environmental Protection; Land and Water Conservation Fund Program, applicable Federal and State Agencies, pertinent municipalities, institutions, Authorities having jurisdiction, and other applicable permitting and regulatory agencies.

The Prime Consultant must also comply with NEPA (National Environmental Policy Act) commitments listed in the Categorical Exclusion Type II document approved by FDOT on May 3, 2023. Although a NEPA reevaluation is required, it will be conducted by another consultant under a separate contract. The Prime Consultant is required to coordinate with the NEPA reevaluation Consultant throughout the NEPA reevaluation process to ensure seamless coordination and compliance with all regulatory requirements.

All activity as a result of the contract shall comply with the requirements of the County's "Sustainable Buildings Program". The Consultant shall incorporate resilience and sustainable development best practices building measures into the design (where applicable), including but not limited to ENVISION "Silver" Certification. In addition, the Consultant shall consider the potential impacts of sea level rise and comply with the corresponding Ordinance.

The Prime Consultant Team shall coordinate with a consultant assigned by The Regulatory and Economic Resources - Division of Environmental Resources Management (RER-DERM) to incorporate a remediation action plan to address existing soil contamination in support of the No Further Action with Conditions (NFAC) closure goal. The RER-DERM consultant will be responsible for preparing the required environmental documents for the project as follows: Engineering Control Plan (ECP) and ECP Maintenance Plan, Contaminated Soil Management Plan (CSMP), Dust Control Plan (DCP), Air Monitoring Plan (AMP) and Health and Safety Plan (HASP). As a result, the 50-60% construction plans shall be shared with the RER-DERM consultant so that the required elements can be incorporated into the design and approved by RER-DERM prior to plans being submitted for permitting.

Additional groundwater assessment may need to be conducted by the Prime Consultant to support the stormwater drainage plans and obtain the required Class VI permit.

Community Outreach and Engagement: Public involvement is a crucial component within the Consultant's scope for the Ludlam Trail Project. This encompasses keeping residents and businesses informed throughout design and construction phases, maintaining open communication channels with stakeholders in Miami-Dade County, and prioritizing effective community awareness while remaining responsive to inquiries. Activities may include developing and implementing a public outreach plan, organizing and conducting key stakeholder meetings, public meetings and hearings, and providing project updates to internal and external stakeholders throughout the duration of the project.

Deliverables: The selected consultant will be responsible for elements of the scope work for the entire project including, but not limited to, Design Concept and Schematics

Report for approval by the Owner consisting of site plans, elevations, sections, simple perspective rendering or sketch, model or photograph, and all other elements required to show the scale and relationship of the components. It also includes preparation of a complete set of construction documents - approved by the corresponding authorities having jurisdiction and required sustainable certification agencies, preparation of technical specifications, preparation of a project development schedule, preparation of the estimate of probable construction cost, technical assistance throughout the bid and award process, and technical support during construction. The selected consultant will be responsible for coordinating the additional elements of the scope of work including, but not limited to, topographic, hydrographic, boundary, geotechnical, natural resources, tree or other surveys with CAD files as needed, identification of setbacks, right-of-way, and easements, geotechnical study, demolitions, limited building architecture, engineering, site development, landscape architecture design, artwork installation coordination through the Art in Public Places Program (AIPP), coastal design and construction, including existing utility identification and relocation, as required, storm water management and lighting, project manuals, and related documentation as necessary for the completion of this project.

The selected consultant will report directly to PROS's Project Manager

1.12) SUB CONSULTANT: A person or organization which is properly registered or certified as a professional Architect, Engineer, Landscape Architect, Land Surveyor or other qualified professional in other fields not requiring professional registration, who has signed an Agreement with the CONSULTANT to furnish professional services for the scope of work described under Article 1.11.

1.13) STANDARD OF CARE: Performance of the CONSULTANT demonstrating a level of skill, care, diligence and sound architectural and engineering practice in the execution of all work assigned in this agreement.

ARTICLE 2 - SERVICES AND RESPONSIBILITIES OF THE CONSULTANT

2.0 Upon receipt of authorization to proceed from PROS, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Service Order. The standard of care applicable to CONSULTANT's services shall be the degree of care and skill ordinarily exercised by CONSULTANT's performing the same or similar services in the same locality at the time the services are provided. Said services may include but shall not necessarily be limited to the services described throughout the Agreement.

The CONSULTANT agrees that the quality of the work performed by the CONSULTANT and by all SUBCONSULTANT'S shall be in accordance with the standards customarily provided by an experienced and competent professional architecture and engineering organization rendering the same or similar services.

The CONSULTANT shall maintain complete and accurate records relating to performance under this Agreement, including time records showing hours worked by employee/labor category and a summary/description of services performed sufficient to support all invoices. Upon written notice, the CONSULTANT shall make all requested records and documents available for inspection, audit, and copying by the Miami-Dade County Office of the Inspector General and/or an Independent Private Sector Inspector General (IPSIG) retained by the County and shall require the same of any subconsultants.

2.01 BASIC SERVICES: The following services are hereinafter referred to as "Basic Services". For each Service Order assigned, the Consultant shall provide complete professional architectural and engineering services, including all civil engineering, structural engineering, architectural, mechanical/plumbing engineering, electrical engineering, landscape design, and any other necessary professional services as required to complete the Project scope.

The Owner expects the Consultant to adhere to and be committed to the principles of building a healthier, more vibrant and livable community through the implementation of the Parks and Open Spaces Master Plan(<http://www.miamidade.gov/parksmasterplan/home.asp>) The Consultant must share the Owners goal of achieving a cost effective and aesthetically satisfying experience for all park users by creating beautiful, durable, ecologically sustainable parks where the relationship between the person, the experience and the various elements of the park are thoughtfully considered to yield an excellent design that is based on the Park Architecture Structure and Landscape Pattern Book (<http://www.miamidade.gov/parks/library/park-pattern-book.pdf>).

The Basic Services shall include all costs associated with providing full professional services based on the construction delivery method.

The drawings shall be produced by Computer Aided Design (CADD) in a version acceptable by the Owner as described in Article 2.01.F.13.

The Consultant shall be familiar with the local codes, ordinances, LEED Certification requirements and Implementing Order relating to sustainability; as described in Article 8.09.N.

The Consultant will be responsible for writing and distributing minutes of all meetings he/she is asked to attend.

When a set of documents is referred to hereunder, it shall mean a bound set of all documents which are 24" X 36", or smaller if approved by the Owner.

The Consultant shall provide all necessary coordination and review of the analysis to comply with Ordinance 94-73 – Value Analysis and Life Cycle Costing as part of his/her Basic Services. The Consultant shall incorporate all Owner approved Value Analysis and Life Cycle Costing recommendations at the end of the Design Development Phase as part of their Basic Services.

Basic Services shall also include three (3) meetings/presentations with the representatives from Art in Public Places and forty (40) hours for coordination with the selected artist to comply with Ordinance No. 73-77 – Art in Public Places (See Article 8.09.G.)

The Basic Services shall also include obtaining the ENVISION Silver Certification (at a minimum) and shall conform to the Sustainable Buildings Program Ordinance, Implementing Order 8-8 and Florida Statutes.

The Basic Services shall also include evaluating the latest studies/projections and potential impacts of sea level rise and including design solutions that conform to the intent of the County's Resiliency Program (Ordinance 14-79 and Resolution R-451-14) and to the best of Consultant's knowledge and belief such evaluation will provide that the projects (and their infrastructure) will function properly and safely for fifty (50) years or the projected useful life of the project, whichever is greater.

The Basic Services shall also include the review of existing topographic and geotechnical surveys of the project corridor. These surveys will be made available to the Consultant upon award; however, they are not current. The Consultant shall be responsible for evaluating the accuracy and adequacy of the existing data and for commissioning any necessary updates to ensure the surveys meet the project's requirements and applicable standards.

The Consultant shall be responsible for integrating and coordinating with The Regulatory and Economic Resources - Division of Environmental Resources Management's (RER-DERM) consultant for remediation design.

The Consultant shall be responsible to comply with NEPA commitments as stated in the Project Development and Environment (PD&E) study approved by the Florida Department of Transportation (FDOT) in May 2023, and coordinate with the Consultant working on the NEPA reevaluation.

2.01)A. Phase I - Programming:

- 2.01.A.1)** Upon receipt of an authorization to proceed from the Owner, the Consultant and their Sub-Consultants shall visit the site to verify all existing conditions. The Consultant shall be responsible to document the existing conditions in a digital format (photographs, video, etc.). The Consultant and their Sub-Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required to verify the adequacy and conditions of existing systems; utilities; etc.; on which the design intent is based. The Consultant shall timely indicate/recommend to the Owner what (if any) additional testing and/or verification process (es) is/are needed to reasonably determine that the

existing conditions (i.e. electrical; mechanical; plumbing; structural systems; and others) can be relied upon for the successful completion of the scope of the work. The Consultant shall prepare and present the Design Program Document for approval by the Owner. The Owner shall review the document for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The Programming submittal must include Design Program Documents, a Project Development Schedule and a Statement of Probable Construction Costs as defined below:

- 2.01.A.1.A)** The Consultant shall confer with representatives of the Owner to prepare and establish a Design Program Document consisting of a programmatic design concept and detailed textual discussion listing all functions and spaces, together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. The Park, the project location within the Park and the Owner's design principals must be taken into consideration when developing the Programming Document. The Consultant must consider the principles of building a healthier, more vibrant and livable community when developing the Programming Document. The Consultant shall demonstrate discuss how the goal of achieving a cost effective and aesthetically satisfying experience for all park users by creating beautiful, durable, ecologically sustainable parks where the relationship between the person, the experience and the various elements of the park were implemented. This task must also address the extent to which development actions affect current operations and revenue.
- 2.01.A.1.B)** Provide a detailed development schedule that shows the planned completion date of each phase of the project. This task must also address the extent to which development actions affect current operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, and contingencies; as well as significant milestones. The Consultant shall be held responsible for adhering to the approved Project Development Schedule and requirements for submittal that are related to their scope of work under this Agreement (Refer to Article 8.04.C).

2.01.A.1.C) Provide a Statement of Probable Construction Costs that includes a summary evaluation of the estimated cost of all buildings and infrastructure, including fixed equipment, site improvements, construction contingency allowance, movable equipment (if any), utility service extensions or upgrades. The evaluation shall consist of a brief description of the basis for estimated costs, and how project costs can be adjusted to conform to construction budgets, regulatory review and bid schedules. The Statement of Probable Construction Costs shall be submitted in CSI standards, including the 16-Division and 4-Part Section format, developed and recommended by the Construction Specifications Institute (CSI). Costs shall be adjusted to the projected bid date and broken down by individual scope elements. Included in the Statement of Probable Construction Costs shall be all additional Project costs to comply with all applicable Ordinances, Resolutions, and Administrative Orders affecting the Construction Project (Refer to Article 8.09.B).

2.01.A.1.C.1) If the statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner within thirty (30) calendar days. A Service Order to proceed with Phase II will not be issued if the Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

2.01.A.2) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner. The Consultant shall not proceed to the next Phase of the Project until the Owner issues an authorization to proceed. The review (check) set shall be returned to the Owner.

2.01)B Phase II - Schematic Design:

2.01.B.1) Upon receipt of an authorization to proceed from the Owner and based on the owner-approved Programming Document, the Consultant shall prepare and present the Design Concept and Schematic Documents for approval by the Owner. The Owner shall review the documents for program compliance only; it is the

Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The submittal must include Schematic Design Studies, a three-D digital model, an updated Project Development Schedule and an updated Statement of Probable Construction Costs as defined below:

- 2.01.B.1.A)** The Schematic Design Studies shall consist of site plans, floor plans, elevations, sections and all other elements required to show the scale, relationship of the components and context within the Park. Site plans shall include a zoning analysis and identification of any special archeological, historic, site or environmental requirements affecting the site.
- 2.01.B.1.B)** A three-D digital rendering or sketch shall be provided to further show the design concept. Studies shall include a general description of the major components (civil, structural, mechanical and electrical systems) of the Project.
- 2.01.B.1.C)** The Consultant shall submit an updated Project Development Schedule showing the planned completion date of each of the remaining phases of the Project. This task must also address the extent to which development actions affect current operations and revenue. Schedules must include reasonable allocations of time, including periods necessary for review, approval, permitting, and contingencies. The Consultant shall be held directly responsible for adhering to the Project Development Schedule and requirements for submittal that are related to their scope of work under this Agreement (Refer to Articles 8.04.C).
 - 2.01.B.1.C.1)** Each time any portion, phase or milestone of the Project Development Schedule is not met through no fault of the Owner, and/or a required submittal is incomplete the Consultant must submit an Updated Project Development Schedule in accordance with the requirements of 2.01.B.1.C above within seven (7) calendar days. Said Development Schedule must include a "Recovery Plan" component providing a detailed explanation for said deviation, and Consultants detailed plan of action for recovering lost time. The Owner must approve all updated Project Development Schedules.

2.01.B.1.D) The consultant shall submit an updated Statement of Probable Construction Costs consisting of a detailed breakdown of the estimated cost of the building(s), including fixed equipment, site improvements, professional fees, construction contingency allowance, movable equipment (as applicable), utility service extensions and funding allocation evaluation. The Statement of Probable Construction Costs shall be submitted in CSI standards, including the 16-Division and 4-Part Section format, developed and recommended by the Construction Specifications Institute (CSI). Costs shall be adjusted to the projected bid date and broken down by individual scope elements. Included in the Statement of Probable Construction Costs shall be all additional Project costs to comply with all applicable Ordinances, Resolutions, and Administrative Orders affecting the Construction Project (Refer to Article 8.09.B).

2.01.B.1.D.1) If the statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the owner within thirty (30) calendar days. This timeframe may be extended upon written agreement between the Owner and the Consultant. A Service Order to proceed with Phase II will not be issued if the Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

2.01.B.2) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner.

2.01.B.3) The Consultant shall return the review (check) sets of documents from the Programming Phase submission. The Consultant shall provide an appropriate response to all review comments noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.

2.01)C Phase III - Design Development

2.01.C.1) Upon receipt of an authorization to proceed from the Owner, and based on the approved Programming and Schematic Design documents, the Consultant shall prepare for approval by the Owner and present in writing and, if requested by the Owner, at an oral presentation, the following: Design Development Documents, an updated Project Development Schedule and an updated Statement of Probable Construction Costs as defined below. The Owner shall review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project.

2.01.C.1.A) The Design Development Documents shall consist of fully dimensioned drawings (site plans, floor plans, elevations, sections, etc.), outline specifications, and other documents that delineate and describe the character of the entire Project with respect to context of the project within the Park. The Design Development Documents shall include the architectural design; civil, structural, mechanical and electrical systems; landscaping; construction materials and finishes; environmental, archeological and historic features and uses; and other items incidental thereto as may be appropriate and applicable. Consultant's staff from each of the major technical disciplines shall attend the oral presentation (if requested by the Owner), to explain the design concepts.

2.01.C.1.B) An updated Development Schedule showing the planned completion date of each of the remaining Phases of the Project (Refer to Article 2.01.B.1.C).

2.01.C.1.C) An updated Statement of Probable Construction Costs (Refer to Article 2.01.B.1.D).

2.01.C.1.C.1) If the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner within thirty (30) calendar days. An authorization to proceed with Phase IV will not be issued if the latest Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the

Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

2.01.C.2) The Consultant shall submit eight (8) copies of documents required under this Phase as part of basic services for review and approval by the Owner.

2.01.C.3) The Consultant shall return the review (check) sets of documents from the Schematic Phase submission. The Consultant shall provide an appropriate response to all review comments noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.

2.01)D Phase IV - Construction Documents Development

2.01.D.1) Upon receipt of an authorization to proceed from the Owner the Consultant and their Sub-Consultants shall visit the site once again to confirm if there have been any changes to the existing site conditions. The Consultant shall be responsible to refresh the digital record of the existing conditions. The Consultant shall promptly inform the Owner of any changes that could require restoring site to previous existing conditions, or that shall require the Consultant and their Sub-Consultants to modify the plans and drawings to adjust to newly encountered conditions. The Consultant shall, based on the approved Design Development Documents and this subsequent site visit, prepare the Final Construction Documents setting forth in detail the requirements for the construction of the Project, including the Proposal-Agreement (Bid) form, Conditions of the Contract with all necessary information for the bidders, complete drawings and the Project Manual. The Consultant is responsible for complete coordination between the architectural/engineering disciplines and compliance with all regulatory agencies having jurisdiction.

2.01.D.2) Fifty percent (50%) Construction Documents Submittal: The Consultant shall prepare and submit a fifty percent (50%) Construction Documents submittal for review and approval by the Owner which shall include the items indicated below. The Owner shall review the documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project.

- 2.01.D.2.A)** Eight (8) sets of all fifty percent (50%) construction drawings. The Consultant shall include a complete index of drawing sheets with all anticipated drawings necessary to fully define the construction and an estimate of the current percent of completion of each of the drawings.
- 2.01.D.2.B)** Eight (8) sets of the Project Manual. The Consultant shall in their preparation of the Project Manual, use CSI Standards, including the 48-Division and 4-Part Section format, developed and recommended by the Construction Specifications Institute (CSI). The Project Manual at the 50% Construction Documents submittal shall include all sections of "Division 1" which shall be one hundred percent (100%) completed, and all of the technical specification sections, which shall be fifty percent (50%) completed to include the section's contents. These specifications shall be in final form, except as may be revised through the review process and shall be more than merely outline specifications as submitted during the Design Development Phase.
- 2.01.D.2.C)** Color boards/samples, which shall show complete color selections and samples for all finish materials.
- 2.01.D.2.D)** An updated Development Schedule showing the planned completion date of each of the remaining Phases of the Project (Refer to Article 2.01.B.1.C).
- 2.01.D.2.E)** An updated Statement of Probable Construction Costs (Refer to Article 2.01.B.1.D).
- 2.01.D.2.E.1)** If the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner within forty-five (45) calendar days. This timeframe may be extended upon written agreement between the Owner and the Consultant.

The Consultant shall include deductive/additive alternate bid items at no additional cost to the Owner if approved or directed by the Owner.

An authorization to proceed with further Construction Documents Development will not be issued if the

latest Statement of Probable Construction Costs exceeds the total allocated budget for construction, unless the Consultant and the Owner agree on methods to enable construction to be completed within the funds available.

- 2.01.D.3)** The Consultant shall return the review (check) sets of documents from the Design Development Phase submission. The Consultant shall provide an appropriate response to all review comments noted on the previous Phase documents. The Consultant shall not proceed to the next Phase of the Project without the Owner's authorization to proceed.
- 2.01.D.4)** The Consultant shall not proceed with further Construction Documents Development until approval of the 50% documents is received from the Owner and authorization issued to proceed with the next phase. Approval by the Owner shall be for progress only and does not relieve the Consultant of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Agreement. The Consultant shall resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary.
- 2.01.D.5)** **Rendering Requirements:** At approximately seventy-five percent (75%) completion of the Construction Documents, the Consultant shall submit a minimum of four (4) studies of proposed perspective drawings of the Project indicating suggestions for angles of view and general composition of a rendering. Upon the Owner's selection of a perspective format, the Consultant shall execute final renderings for submission with one hundred percent (100%) Construction Documents submittal. The Consultant shall also submit the digital images to the owner along with the renderings as stipulated in section 2.01.D.6.D. The digital images shall be 1200 dpi at 100% for press printing (minimum). Digital files shall be able to be used at 6" x 4" at 300 dpi.
- 2.01.D.6)** **One hundred percent (100%) Construction Documents Submittal:** The Consultant shall prepare and submit a one hundred percent (100%) Construction Documents submittal for final review, comments and approval by the Owner. The Owner shall review documents for program compliance only; it is the Consultant's responsibility to coordinate their work as well as the work generated by the various Sub-consultants involved with the Project. The one hundred percent (100%) submittal shall include the following:

- 2.01.D.6.A)** Eight (8) sets of all one hundred percent 100% construction drawings.
- 2.01.D.6.B)** Eight (8) sets of the Project Manual. These specifications shall be in final form, except as may be revised through the review process.
- 2.01.D.6.C)** Eight (8) sets of all reports, programs, and similar documents necessary for the issuance of documents for bidding and Construction Contract award.
- 2.01.D.6.D)** Final rendering submittal consisting of three (3) 20" x 30" framed and glassed (in non-reflective glazing) perspective rendering in color and three (3) 10" x 15" framed and glassed (in non-reflective glazing) color photographic copies of the rendering. Digital versions of the final renderings shall also be provided to the Owner. The digital images shall be 1200 dpi at 100% for press printing (minimum). Digital files shall be able to be used at 6" x 4" at 300 dpi.
- 2.01.D.6.E)** An updated Development Schedule showing the planned completion date of the Project (Refer to Article 2.01.B.1.C) and anticipated date of occupancy.
- 2.01.D.6.F)** An updated Statement of Probable Construction Costs (Refer to Article 2.01.B.1.D). The Statement of Probable Construction Costs shall include all adjustments necessary for projected award date, changes in requirements, or general market conditions. If the Statement of Probable Construction Cost exceeds the total allocated budget for construction, the Consultant is responsible for reviewing materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items, reasonable adjustment in the scope of the Project and/or Deductive/Additive Alternates that will result in bids within the allocated budget. All such changes in the Contract Documents shall be made at no additional cost to the Owner within forty-five (45) calendar days. This timeframe may be extended upon written agreement between the Owner and the Consultant. It is agreed that any "Statement of Probable Construction Costs" or Cost Estimate prepared by the Consultant represents a reasonable estimate of cost in their best judgment as a professional familiar with the local

construction industry, applicable County Resolutions, Administrative Orders and Ordinances and that the Consultant has no control over the market conditions. The Consultant therefore, cannot and does not guarantee that bids will not vary from the Cost Estimate.

2.01.D.6.F.1) If after consideration to the Consultant's recommendations concerning materials, equipment, component systems and types of construction, the updated statement of Probable Construction Costs exceeds allocated funds, the Consultant shall prepare recommendations for reasonably reducing the scope of the Project in order to bring the estimated costs within allocated funds at no additional cost to the Owner within forty-five (45) calendar days. This timeframe may be extended upon written agreement between the Owner and the Consultant.

2.01.D.7) The Owner's permit expeditor, not the Consultant will usher or "walk-through" the permit documents through the Miami-Dade County Building Department and/or other applicable regulatory agencies. The Consultant shall expeditiously address revisions and attend all meetings as required to resolve Code Compliance comments. The Consultant is responsible for identifying all permit and zoning requirements and shall assist the Owner in filing and following-up for permit approvals at the earliest practicable time during the performance of the services. The Consultant is responsible for preparing all the necessary portions of the Construction Documents necessary for approval by County, Municipal, State and/or Federal regulatory authorities having jurisdiction over the Project by law or contract with the County and shall assist in obtaining any such applicable certifications of "permit approval" by such authorities prior to approval by the Owner of the one hundred percent (100%) Construction Documents.

The Consultant shall promptly, at any time during the performance of the Services hereunder, advise the Owner of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the Consultant is caused by the requirement(s) of such regulatory authorities. The Consultant will be issued a reimbursable expense Service Order

for permitting fees paid to authorities that have jurisdiction over the work.

- 2.01.D.8)** The Consultant shall return the fifty (50%) percent review (check) sets.
- 2.01.D.9)** The Consultant shall make all required changes and resolve all questions presented by the Owner and/or regulatory authorities on the documents.

Once the regulatory agency reviews the “dry-run” Construction Documents and submits its review comments to the Owner, the Owner shall submit the “dry-run” sets back to the Consultant. Upon receipt of the “dry-run” sets, the Consultant shall have a maximum of fourteen (14) calendar days or shall mutually agree, with owner, the number of days to submit the revised “dry-run” sets with corrected responses back to the Owner for submittal to the authorities having jurisdiction. In addition, when it is determined that repeated disapproval comments are a result of the Consultant’s lack of appropriately addressing those comments result in additional fees imposed by the authorities having jurisdiction, the Owner shall assess those additional fees to the Consultant for payment to the authorities having jurisdiction.

The one hundred percent (100%) complete check set(s) shall be returned to the Owner. Upon final approval by the Owner, the Consultant shall furnish five (5) sets of all drawings and Project Manuals to the Owner, without additional charge.

The Owner shall recover the 100% of the total cost of the damages for delays and regulatory fees incurred by the Owner and caused by the Consultant’s delays, re-submittals, etc. To obtain such recovery, the Owner shall deduct from funds due the Consultant in this contract. Should the damages incurred by the Owner exceed the amount due under the contract, the Owner shall look to the Consultant and the Consultant’s insurer for the remaining amount of damages incurred by the Owner. The recovery of additional costs by the Owner under this paragraph shall not limit or preclude recovery for other separate and/or additional damages that the Owner may have otherwise incurred.

- 2.01.D.10)** If requested by the Owner, the Consultant shall prepare and/or assist the Owner in the preparation of documents to initiate the bid and award for the Project.

2.01)E Phase V - Bidding and Award of Contract

- 2.01.E.1)** Approval of Bid Documents and Printing: Upon obtaining all necessary approvals of the Construction Documents from authorities having regulatory jurisdiction, and acceptance by the Owner of the Bid Documents and latest Statement of Probable Construction Cost, the Consultant shall assist the Owner in evaluating bids, preparing documents for awarding the Construction Contract. The Owner, for bidding purposes, will have the bid documents (drawings and Project Manual) printed through its existing agreements with printing firms, or, at its own discretion, may authorize such printing as a reimbursable service to the Consultant.
- 2.01.E.2)** Issuance of Bid Documents, Addenda, Pre-Bid Meetings, and Bid Opening:
- 2.01.E.2.A)** If requested by the Owner, the Consultant shall assist the Owner, in approval of the Bid Documents issued to prospective bidders.
- 2.01.E.2.B)** The Consultant shall record all questions, prepare and issue an appropriate response to such questions (Addenda), if any are required, during the bidding period. When requested by the Owner, the Consultant shall advise all bidders to submit in writing, any questions to which a response is necessary to prepare a bid on the Project. No addenda shall be issued without the Owner's concurrence.
- 2.01.E.2.C)** The Consultant shall attend all Pre-Bid Meetings and require attendance of major sub-consultants at such meetings. The Consultant shall record the minutes of said meetings. The Consultant shall issue, no later than two (2) business days after said meeting, minutes of meeting(s).
- 2.01.E.2.D)** The Consultant shall be present at the bid opening with the Owner's staff.
- 2.01.E.3)** The Consultant shall assist the Owner in the evaluation and analysis of bids, determining the responsiveness of bids and preparing documents for Award of Contract. If the lowest responsive Base Bid received exceeds the Total Authorized Design Value for Construction, the Owner may:

- 2.01.E.3.A)** Approve the increase in the Project Budget and award a Contract; or
- 2.01.E.3.B)** Reject all bids and re-bid the Project within a reasonable time at no additional compensation to the Consultant; or
- 2.01.E.3.C)** Direct the Consultant to revise the scope and/or manner of construction and re-bid the Project. The Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Total Authorized Design Value at no additional cost to the Owner within a reasonable amount of time, not to exceed sixty (60) calendar days; or
- 2.01.E.3.D)** Suspend or abandon the Project.

2.01)F Phase VI - Administration of the Construction Contract

- 2.01.F.1)** Each Construction Phase will commence with the award of a Construction Contract and will terminate when the Owner approves the Contractor's final Capital Project Payment Certificate. During this period, the Consultant shall provide Administration of the Construction Contract, hereby incorporated by reference, pursuant to this Agreement.
- 2.01.F.2)** The Consultant, as the representative of the Owner during the Construction Phase shall advise and consult with the Owner and shall have the responsibilities and meet the obligations outlined therein; and the authority to act on behalf of the Owner to the extent required and provided for in the Construction Contract.
- 2.01.F.3)** The prime consultant shall visit the site to conduct construction meetings, field inspections once a week and at any other time as necessary or as requested by the Owner or Contractor. The prime Consultant shall visit the site at all key construction events, and to ascertain the progress of the work and determine, in general, if the work is proceeding in accordance with the Contract Documents. Sub consultants shall be required to visit the site as necessary to conduct field inspections, to ascertain the progress of the Project and determine, in general, if the Work is proceeding in accordance with the Contract Documents and at the request of the Owner. The Consultant and their Sub consultants shall provide all certifications and inspections required by the authorities having jurisdiction; threshold inspection (when required by the nature of the work as determined by the regulatory agencies having jurisdiction) shall be

provided by the Consultant and compensated as an Additional/Reimbursable service, unless otherwise negotiated and included in the Basic Services and authorized in the Service Order. Soils inspections shall be provided by the Owner. On the basis of on-site observations, the Consultant and their Sub consultants shall endeavor to safeguard the Owner against defects and deficiencies in the work of the Contractor. The Consultant will be responsible at no additional cost to the Owner for writing and distributing minutes of all meetings and field inspection reports they are asked to attend. The Consultant shall distribute draft of the minutes within two (2) business days of said meeting. The Consultant shall revise the minutes to reflect any comments/feedback from the attendees pertaining to actual discussions held and characterizations made during the meeting and release the final and official version of the minutes for that particular meeting within five (5) business days of said meeting. The Consultant and their Sub consultants will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work for which the Contractor is responsible. The Consultant and their Sub consultants will not be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the work in accordance with the Contract unless such failure of performance results from the Consultant's acts, errors or omissions.

- 2.01.F.4)** The Consultant shall furnish the Owner with a written report of all observations of the work and require all Sub consultants to do same during each visit to the site. The report shall also note the weather, general status and progress of the work. Copies of said report shall be submitted to the Contractor and Owner within two (2) business days of the site visit. Copies of the reports shall be attached to the request for monthly professional services payment during the Construction Administration Services Phase. If requested by the Owner, the Consultant and/or Sub consultants shall provide additional detail on written reports of observations of the work. The Consultant's failure to provide written reports of all site visits or minutes of meeting in accordance with this Agreement shall result in a proportional reduction in Construction Administration fees paid to the Consultant. The Consultant and their Sub consultants shall ascertain that the Contractor is making timely, accurate, and complete notations on the "record drawings".
- 2.01.F.5)** Based on observations at the site and consultation with the Owner, the Consultant shall promptly review the Contractor's payment

requisitions, determine the amount due the Contractor, and shall recommend approval of such amount. This recommendation shall constitute a representation, by the Consultant, to the Owner, that to the best of the Consultant's knowledge, information and belief, the work has progressed to the point indicated, the quality of the work is in accordance with the Contract Documents and the Contractor is entitled to amounts stated on the requisition subject to:

- 2.01.F.5.A)** Detailed evaluation of the work for conformance with the Contract Documents, including compliance with the construction contract's requirements for the submittal of releases of liens;
- 2.01.F.5.B)** The results of testing required by the Contract Documents; for which final results have not been received,
- 2.01.F.5.C)** Minor deviations from the Contract Documents correctable prior to completion;
- 2.01.F.5.D)** Specific written representations made by the Contractor on the Capital Project Payment Certificate or attachments thereto; and prior to recommending payment to the Contractor, the Consultant will prepare a written statement to the Owner on the status of the work relative to the Construction Schedule, which shall be attached to the Contractor's Requisition. Such statement shall be prepared immediately following the payment requisition review field meeting and shall not be cause for delay in timely payment to the Contractor pursuant to the Miami-Dade County Prompt Payment Ordinance hereby included by reference.
- 2.01.F.6)** For purposes of this Phase, the Consultant shall be the interpreter of the Contract Documents. The Consultant shall make written recommendations on all claims from the Contractor relating to the execution and progress of the work and all other matters or questions related thereto.
- 2.01.F.7)** The Consultant shall have the authority to recommend rejection of work that does not conform to the Contract Documents. Whenever, in their opinion, the Consultant considers it necessary or advisable to insure compliance with the Contract Documents, they will have the authority to recommend special inspection or testing of any work deemed to be not in accordance with the Contract, whether

or not such work has been fabricated or delivered to the Project, or installed and completed.

- 2.01.F.8)** The Consultant shall promptly review and approve shop drawings, samples, and other submissions from the Contractor at no additional charge to the Owner. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Owner and shall be authorized by Change Proposal Request. The Consultant shall have a maximum of fourteen (14) calendar days from receipt of shop drawings or other submittals by the Contractor, to return said shop drawings or submittals to the Contractor with comments indicating either approval or disapproval.
- 2.01.F.9)** The Consultant shall initiate and prepare required documentation for Changes as required by their own observations or as requested by the Owner, and shall review and recommend action on proposed Changes at no additional cost to the Owner. When the Contractor submits a request for Change Order or Change Proposal Request, the Consultant shall, within ten (10) calendar days, review and submit to the Owner, their recommendation along with an analysis and/or study supporting such recommendation as applicable at no additional cost to the Owner.
- 2.01.F.9.A)** The Consultant shall not receive additional compensation for revisions to drawings associated with changes to the contract due to errors or omissions for which the Consultant is responsible.
- 2.01.F.10)** The Consultant and their Sub-Consultants shall examine the work upon receipt of the "Contractor's Request for Substantial Completion Inspection" and shall recommend execution of a "Certificate of Acceptance for Substantial Completion" after first ascertaining that the Project meets minimum requirements for substantial completion in accordance with the Contract requirements. The Consultant and their sub-consultants in conjunction with the Owner shall prepare a "Punch List" of any defects and discrepancies in the work. The Consultant shall recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor upon satisfactory completion of all items on the "Punch List" and receipt of all necessary close-out documentation from the Contractor, including but not limited to all warranties, operating and maintenance manuals, releases of claims and such other documents and certificates required by applicable codes, laws, and the Contract Documents.

- 2.01.F.11)** The Consultant shall monitor and provide assistance relative to instruction of the Owner's personnel in the operation and maintenance of any equipment or system, and initial start-up and testing, adjusting and balancing of equipment and systems to assure a smooth transition from construction to occupancy of the Project.
- 2.01.F.12)** The Consultant shall furnish to the Owner the original documents revised to "record drawings and specifications" condition within thirty (30) calendar days of receipt of the field record set from the Contractor. Transfer of changes made by approved "Change Proposal Requests", "Requests for Information", substitution approvals, or other clarifications will be the Consultant's responsibility to incorporate into the "record" documents. Changes made in the field to suit field conditions, or otherwise made by the Contractor for their convenience shall be marked by the Contractor on the "Field Record Set" and transferred to a copy of the original Contract Documents ("Final Record Set") by the Consultant. The original documents, the "Field Record Set" and the "Final Record Set" shall become the property of the Owner.
- 2.01.F.13)** The Consultant shall furnish to the Owner one complete set of unlocked "Record Drawings" in Auto CADD (version as agreed to by Owner and Consultant, but not less than version 2013) formatted on a CD, DVD media or flash drive, in drawing (*.dwg) files. All project drawing files, external drawing references and plot style files used to produce the drawings set shall load automatically once each of the project pages are opened. Also, the Consultant shall submit one complete set of unprotected PDF "Record Drawings". The submitted CD's, DVD's or flash drives shall become the property of the Owner.
- 2.01.F.14)** The Consultant shall furnish to the Owner one simplified site plan and floor plan(s) reflecting "Record Drawings" conditions with graphic scale and north arrow. Plans must show room names, room numbers, overall dimensions, square footage of each floor area. Two (2) copies shall be furnished on 11" x 17" sheets in Auto CADD (version as agreed to by Owner and Consultant, but not less than version 2013) formatted on a CD, DVD or flash drive, in drawing (*.dwg) files. Also, the Consultant shall submit the simplified site plan and floor plan(s) as unprotected PDF's. The submitted CD's, DVD's or flash drives shall become the property of the Owner

2.01) G Warranty Administration

2.01.G.1) The Consultant and their Sub-Consultants shall inspect the work prior to the one-year warranty anniversary to identify defects reported during the one-year warranty period and shall oversee and represent the Owner with the correction of defective Work or warranty corrections that may be discovered during said warranty period at no additional cost to the Owner. The Consultant and their Sub-Consultants (as needed) shall participate with the Owner's representatives in the one-year warranty inspection, coordinate the issuance of any corrective punch lists required as a result of such inspection; and monitor the contractor's compliance with such corrective punch lists. The Consultant's assistance may be sought by the Owner for warranties exceeding one year, for which the Consultant will be compensated as mutually agreed to by the Consultant and Owner.

2.02) ADDITIONAL SERVICES: Other Services as listed below are generally considered to be beyond the scope of the Basic Services as defined in this Agreement. The Consultant shall provide these services, if authorized by an appropriate "Service Order", and will be compensated for as provided under Article 5.02.

2.02.A) Financial feasibility, life cycle costing, planning surveys, site evaluations, land use analysis, visitor analysis, or comparative studies of related prospective sites.

2.02.B) Design services relative to future facilities, systems and equipment associated with the site that are or are not intended to be constructed as part of this Project.

2.02.C) Research, analysis, and recommendations for design criteria packages for design/ build projects associated with this site.

2.02.D) Any additional special professional services (other than the normal architectural, civil, structural, mechanical, electrical engineering and landscape services) as may be required for the Project, including but not limited to: additional planning and programming services not already included in the basic services, acoustical, interior design, food services, photography and soils Consultant.

2.02.E) Threshold and geotechnical soil inspection and piling inspections shall be considered additional services. However, all other special inspector services required by the authorities having jurisdiction shall be included and a made a part of the Basic Services.

- 2.02.F)** Additional Statements of Probable Construction Costs, if requested by the Owner.
- 2.02.G)** Major revisions to the drawings and specifications when such revisions are inconsistent with written approvals or instructions previously given by the Owner and are due to causes beyond the control of the Consultant. (Major revisions are defined as those changing the scope, engineering systems, scheme, or any significant portion thereof from what was previously approved).
- 2.02.H)** Preparing to serve and serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.
- 2.02.I)** Investigations, detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- 2.02.J)** Services for planning tenant or rental spaces unless included in the scope of work.
- 2.02.K)** Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural design practice.
- 2.02.L)** Commissioning professional photography specializing in architecture, of the completed project. The Consultant shall provide digital copies of the existing condition and final project digital photographs, video, etc. to the Owner.

2.03) REIMBURSABLE SERVICES

- 2.03.A)** Reimbursable Expenses are those authorized by the Owner in addition to the Basic Services and Additional Services and consist of actual expenditures made by the Consultant and the Consultant's employees, Sub consultants and Special Consultants in the interest of the Project for the purposes listed below. Reimbursable Expenses shall be paid from a dedicated allowance.
 - 2.03.A.1)** Authorized travel, lodging and meals in connection with the Project subject to limitations imposed by Chapter 112.061, Florida Statutes, and County Administrative Orders;
 - 2.03.A.2)** Costs/Fees paid for securing approvals of authorities having jurisdiction over the work. This does not include repeated costs arising from multiple rejections of the Consultant's work product by

the regulatory agencies having jurisdiction due to Consultant and his/her Sub consultants' failure to address/correct previous comments and/or markups;

2.03.A.3) Reproductions, excluding those for the office use of the Consultant, Sub-Consultant(s), permit reviews and check/review sets required by the Agreement;

2.03.A.4) Mailing of Bid Documents (if required);

2.03.A.5) Courier services;

2.03.A.6) Other equipment or supplies, if specifically requested and authorized by the Owner.

2.03.B) The Owner after verifying appropriate bills, invoices or statements will reimburse the Consultant for the costs of Reimbursable Expenses.

2.04) DEDICATED ALLOWANCES

2.04.A) Other Services, including but not limited to those listed below are generally considered to be beyond the scope of the Basic Services, unless they are negotiated as part of the Basic Services at the onset of the project, as defined in this Agreement. The Consultant shall provide these services, if authorized by an appropriate "Service Order", and will be compensated for as provided under Article 5.02. The aggregate sum for all payments to the Consultant for these Services authorized on this Project shall be limited to **\$100,000.00.**

2.04.A.1) Special professional Archaeologist for services as may be required for the Project.

2.04.A.2) Special professional Historical Restoration for services as may be required for the Project.

2.04.A.3) Special professional services related to sea level rise and resiliency studies.

ARTICLE 3 – SUBCONSULTANTS

3.01) SUBCONSULTANTS' RELATIONS

3.01.A) All services provided by the Sub consultants shall be pursuant to appropriate agreements between the Consultant and Sub consultants which shall contain provisions that preserve and protect the rights of the

Owner and the Consultant under this Agreement, and which impose no responsibilities or liabilities on the Owner.

- 3.01.B)** The Consultant proposes to utilize the following Sub consultants for the Project:
CHOICE ENGINEERING CONSULTANTS, INC.
CHROME ENGINEERING, INC.
GEOSOL INC
GLOBAL CONSTRUCTION ESTIMATING CORP.
GREEN DADE, INC.
INTEGRA ENVIRONMENTAL AND WATER SERVICES INC
MANUEL G VERA AND ASSOCIATES INC
WOLFBERG ALVAREZ & PARTNERS INC
ETM ASSOCIATES LLC
INFINITE SOURCE COMMUNICATIONS GROUP LLC
JANUS RESEARCH INC
O'BRIEN LIGHTING, INC.

- 3.01.C)** The Consultant shall not change any Sub consultant without the Owner's approval. A written request from the Consultant must be submitted to the owner, stating the reasons for the proposed change.

- 3.01.D)** The Consultant is required under this Agreement to achieve the following Contract measures applied to this project as shown in the attached Schedule of Participation and letter of Intent as presented in the Consultant's proposal for the project.

10% Small Business Enterprise Program for Architectural and Engineering Services (SBE/AE) Goal as identified on Project Worksheet.

- 3.02.E)** The Consultant is required under this Agreement to make timely payments of respective share(s) to all Sub consultants for work completed by the design team and accepted and paid for by the Owner. The Consultant will be held responsible for any project delays caused by Consultant's failure to provide timely payment to his/her Sub Consultants. Nothing in this paragraph shall be construed to interfere with Consultant's rights to withhold payment(s) for valid non-performance issues pursuant to respective sub-agreement(s) with its sub consultants.

ARTICLE 4 - THE OWNER'S RESPONSIBILITIES

4.01) INFORMATION FURNISHED

- 4.01.A)** The Owner, at its expense, shall furnish the Consultant with the following information, or may authorize the Consultant to provide the information as

a Dedicated Allowance/Additional/Reimbursable Service or may negotiate these services as part of the Basic Services under the executed "Service Order".

- 4.01.A.1)** A survey of the proposed Project site if available.
- 4.01.A.2)** Soil borings or test pits; chemical, mechanical, structural, or other tests when deemed necessary, including standard professional interpretation thereof and recommendations. The Consultant shall recommend such necessary tests to the Owner.
- 4.01.A.3)** Information regarding the Project budget, Owner's procedures, guidelines, forms, formats and assistance to establish the Project program per Article 2.01.A.1 of this Agreement.

4.02) PROJECT MANAGEMENT

- 4.02.A)** The Department Director, or his/her designee shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall approve all Service Orders to the Consultant and all invoices for payment to the Consultant.
- 4.02.B)** The Department Director shall designate a Project Manager to act as liaison between the Consultant and the Owner. The Consultant shall have general responsibility for management of the Project through all Phases of the work included in this Agreement. The Consultant shall meet with the Project Manager at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Consultant's work in accordance with the approved "Project Development Schedule" to establish and/or review programmatic requirements and Scope of Project. The Consultant and their Sub consultants should visit the site periodically during the Design Phase to assess existing conditions.
- 4.02.C)** During the construction phase, the Consultant shall provide services for the responsibilities assigned to the Consultant by the "General Conditions" and "Supplementary Conditions" of the construction contract, hereby incorporated by reference.

ARTICLE 5 - BASIS OF COMPENSATION

5.01) BASIC SERVICES FEE: The Owner agrees to pay the Consultant, and the Consultant agrees to accept for Basic Services rendered pursuant to this Agreement, fees computed under Article, 5.01B, of this Agreement called the "Basic Fee".

- 5.01.A) Percentage of Construction Cost – Not Used**

5.01.B) Agreed Lump Sum

- 5.01.B.1)** Under this compensation basis, the Consultant agrees to perform specifically described services for an agreed fixed dollar amount of compensation.

Lump Sum Fee: The fee for any requested portion of work may be, at the option of Miami Dade Parks, Recreation and Open Spaces, a lump sum amount mutually agreed upon by the Director and the Consultant. The lump sum fee will be estimated based on the direct salaries times the negotiated multiplier times the hours per employee. Designated lump sum fees shall be stated in the written task authorization. Lump sum fees shall Not include any reimbursable expense, which must be separately accounted for and paid based on original receipts and actual costs. **Additionally, the Consultant and its sub-consultants are required to maintain project records that identify the employees that performed the work and the hours worked, in the event of an audit.**

- 5.01.B.2)** The aggregate sum for all payments to the Consultant for Basic Services authorized on this Project shall be limited to **\$8,439,603.00.**

5.01.C) Multiple of Direct Salary Expense

Fees calculated on an hourly basis shall be a multiple of 2.80 times the salary rate paid to personnel directly engaged on the Project and in no case shall the maximum billable hourly rate (including multiples) exceed \$280.00 per hour for the Consultant and Sub consultant except as specifically provided herein. The rate for personnel shall be as determined from the actual paid salaries reported to the Department of Internal Revenue. If a full-time project Field Representative is required, the multiple shall not exceed 2.30. Said fee shall constitute full compensation for all costs incurred in the performance of the work such as supervision, overhead and profit, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Over-time rates must be authorized by the Owner in advance and at no time exceed time-and-a half. Principals shall not receive additional compensation for performance of over-time work.

- 5.01.C.1)** Personnel directly engaged on the Project by the Consultant may include Engineers, Designers, Job Captains, Draftspersons, Specification Writers, Field Accountants and Inspectors engaged in construction, research, design, production of drawings,

specifications and related documents, construction inspection and other services pertinent to the Project during all phases thereof.

5.01.C.2) Multiple of Direct Salary Expense services fees shall not include charges for office rent or over-head expenses of any kind, including local telephone and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproductions of drawings and/or specifications, mailing, stenographic, clerical, or other employee time or travel and substance not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project. Authorized reproduction costs in excess of that required at each Phase of the work shall be considered a Reimbursable Service as defined in Article 2.03 of this Agreement.

5.01.C.3) The consultant shall be compensated at the flat rate of \$237.00 per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following Vice President: Kimley-Horn and Associates Inc (Vice President)- George E. Puig, PLA (FL/PR)

5.01.D) Fee for Design of Additive Alternates

5.01.D.1) The design of additive alternates authorized by the Owner will be considered a Basic Service.

5.01.D.2) The Consultant shall not be entitled to additional compensation for Phases I through IV (design through bidding), or for alternates required because of the failure of the Consultant to design the Project so that it may be constructed within the total allocated construction funds. The Owner may recognize exceptional construction market cost fluctuations and provide relief to the Consultant of this provision, before exercising this option.

5.01.E) Fee for Change Orders to the Construction Contract

5.01.E.1) The Consultant will be authorized an Additional Services fee for that amount computed by the method agreed upon under Article 5.01.B or 5.01.C of this Agreement, for additional design fees ascribed to "Change Order Work", provided that such changes are not attributable to errors or omissions or regulatory requirements.

5.02) ADDITIONAL/REIMBURSABLE SERVICES FEE

- 5.02.A)** At the discretion of the Owner, the Consultant may be authorized to incur Reimbursable Expenses described under Articles 2.02 and 2.03 of this Agreement.

The Owner as verified by appropriate bills, invoices or statements will reimburse the costs of Reimbursable Expenses on a direct cost basis.

The aggregated sum for all payments to the consultant for Reimbursable Expenses authorized on this Project shall be limited to **\$150,000.00.**

- 5.02.B)** The fee for Additional Services will be computed by one of the methods outlined in 5.01.B and 5.01.C as mutually agreed to by the Owner and the Consultant.

At the discretion of the Owner, the Consultant may be authorized to perform Additional Services described under Article 2.02 of this Agreement.

If the Owner and Consultant cannot agree on a lump sum for Additional Services as described in Article 5.01.B, then the owner may direct the consultant to perform the services as a multiple of direct salary expense as defined in Article 5.01.C. Should the consultant refuse such a service work order; it may become the basis for termination of this agreement.

ARTICLE 6 - PAYMENTS TO THE CONSULTANT

6.01) PAYMENT FOR BASIC SERVICES

- 6.01.A)** Payment for Basic Services may be requested monthly in proportion to actual services performed during each Phase of the Work. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase unless otherwise stated in a service order, or approved by the Owner.

- 6.01.A.1)** 10% upon completion and approval of Phase I (Programming)
- 6.01.A.2)** 15% upon completion and approval of Phase II (Schematic)
- 6.01.A.3)** 25% upon completion and approval of Phase III (Design Development)
- 6.01.A.4)** 45% upon completion and approval of Phase 50% of IV (50% Documents)

- 6.01.A.5)** 70% upon completion and approval of Phase 100% of IV (100% Documents, submittal of required renderings and permitting/Dry Run approval)
- 6.01.A.6)** 75% upon completion of Phase V (Bid and Contract Award)
- 6.01.A.7)** 100% upon completion of Phase VI (Construction Administration and approval of all Work pursuant to Article 2.01.F)
- 6.01.B)** Partial payments not to exceed 90% in the aggregate may be made during Phase VI according to the overall percentage completed of the Construction Contract.
- 6.01.C)** If the Construction Administration time is extended due to the Contractor's failure to substantially complete the work within the contract time, through no fault of the Consultant; the Consultant may be compensated for any services required and/or expenses not otherwise included in the Basic Services in connection with such time extension(s) as Additional Services. The fee for such services will be mutually agreed to by the Consultant and the Owner, in accordance with Articles 5.01.B or 5.01.C.
- 6.01.D)** All payments will be made within 45 days of receipt and review of duly certified invoices stating that the services for which payment is requested have been performed per this agreement pursuant to the Miami-Dade County Prompt Payment Ordinance hereby included by reference. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

6.02) PAYMENT FOR ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSES

- 6.02.A)** Payment for Additional Services and/or Reimbursable Expenses may be requested monthly in proportion to the services performed.
- 6.02.B)** When such services are authorized as a Multiple of Direct Salary Expense, the Consultant shall submit the names, classification and salary rate per hour, as reported to the Department of Internal Revenue, hours worked, and total charge for all personnel directly engaged on the Additional Service, multiplied by the multiplier stated in Article 5.01.C of this Agreement. Billable hours must reflect hours paid and reported to the Internal Revenue Service.
- 6.02.C)** When services are authorized as a Reimbursable Expense; the Consultant shall attach the expense invoice with all supporting data necessary to substantiate costs reimbursement.

- 6.02.D)** All payments will be made upon receipt of duly certified invoices stating that the services for which payment is requested have been performed pursuant to this agreement. All invoices must be accompanied with a current Utilization Report (UR). Payments will not be processed without the UR pursuant to Administrative Order 3-39.

ARTICLE 7 - REUSE OF PLANS AND SPECIFICATIONS

7.01) SCOPE OF SERVICES

- 7.01.A)** If the Owner elects to re-use the plans and specifications for other sites, for purposes other than that for which it was prepared, it shall be at the Owner's sole risk and holds the Consultant and Sub consultants harmless for any liability arising out of any reuse of documents.
- 7.01.B)** 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 form or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County. However, the County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from County. The Consultant shall warrant to the County that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement.

The Consultant shall bind all Sub consultants to the same terms of this Agreement for reuse of plans and specifications.

Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

ARTICLE 8 - GENERAL PROVISIONS

8.01) INDEMNIFICATION AND WAIVER OF LIABILITY

- 8.01.A)** Pursuant to Section 725.08 of the Florida Statutes, the Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, which the Owner or its officers and employees, may incur as a result of claims, suits, causes of action, or proceedings of any kind or nature to the extent caused by the negligence, recklessness, or intentionally wrongful conduct by the Consultant or its employees, agents, servants, partners, principals, or subcontractors in the performance of this Agreement. Consultant shall pay all claims and losses in connection therewith, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, hold harmless and defend the Owner or its officers, and employees as herein provided.

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

- 8.01.B)** The Consultant agrees and recognizes that the Owner shall not be held liable or responsible for any claims which may result from any actions, errors or omissions of the Consultant in which the Owner participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Consultant, the Owner in no way assumes or shares any responsibility or liability of the Consultant or Sub consultants, the registered professionals (architects and/or engineers, etc.) under this Agreement.

8.02) ERRORS AND OMISSIONS

- 8.02.A)** The Owner shall maintain a record of all construction changes categorized according to the various types, causes (errors, omissions, unforeseen, owner requested, regulatory requirement, etc.) Among those categories is construction changes caused by design errors and/or omissions in the construction documents that were prepared by the Consultant. For the purposes of this contract provision, costs incurred by the Owner that are a result of errors and/or omissions shall be dealt with as follows:

8.02. A.1) Errors and Omissions

Construction changes categorized by the Owner, as caused by an error, an omission or any combination thereof in the contract documents that were prepared by the Consultant will constitute an additional cost to the Owner that would not have been incurred otherwise. The damages to the Owner for errors, omissions or any combination thereof shall be calculated as one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. Damages shall include delay damages caused by the error, omission or any combination thereof, The damages to the Owner resulting from omissions will include additional costs resulting from associated delays and the price differential resulting from non-competitively bid prices, etc.; but will not include unjust enrichment resulting from elements of the construction that should not have been omitted. Should the Consultant disagree that all or part of such damages are the result of errors, omissions, or any combination thereof, the Consultant may appeal to the Department's Director. The Department Director's decision on all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event that the Consultant does not agree with the decision of the Department's Director, the Consultant may appeal to the Miami-Dade County Mayor. The Department and the Consultant shall abide by the decision of the Miami-Dade County Mayor, or his designee. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction, after the above administrative remedies have been exhausted.

8.02.A.2) Payment for Damages arising out of Negligent Errors, Omissions or any Combination Thereof

The Owner shall recover the total cost of the damages to the Owner to the extent caused by the Consultant's negligent errors and/or omissions.

To obtain such recovery, the Owner shall deduct from funds due the Consultant in this contract. Should the damages incurred by the Owner exceed the amount due under the contract, the Owner shall look to the Consultant and the Consultant's insurer for the remaining amount of damages incurred by the Owner. The recovery of additional costs by the Owner under this paragraph shall not limit or preclude recovery for other separate and/or additional damages that the Owner may have otherwise incurred.

8.02.A.3) The Consultant shall participate in all negotiations with the Contractor related to changes. The Consultant's participation shall be at no additional cost to the Owner.

8.02.A.4) For purposes of this Article, direct and indirect costs shall be defined as in the general conditions section of the construction Project Manual for the Project.

8.03) INSURANCE

8.03.A) The Consultant shall not receive an authorization to begin until they have obtained all insurances required hereunder. The Consultant shall maintain all required insurances for the full term of this Agreement.

8.03.B) Insurance Required

8.03.B.1) Worker's Compensation Insurance: The Consultant shall maintain Worker's Compensation Insurance for all employees as required by Florida Statutes 440.

8.03.B.2) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude coverage for Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

8.03.B.3) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

8.03.B.4) Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

8.03.C) The insurance coverage required above shall include those classifications, as listed in standard insurance manuals, which most nearly reflect the operations of the Consultant.

8.03.D) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

8.03.D.1) The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best

Company, Oldwick, New Jersey, or its equivalent, subject to approval by the Owner's Risk Management Division.

Or

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

- 8.03.D.2)** Within fourteen (14) calendar days from acceptance of the terms of this agreement by both parties and prior to execution, the Consultant shall furnish the Owner (through the Project Manager) photocopies of their professional liability insurance policy and certificates of insurance. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, classification required by these provisions. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by Owner. Failure to comply with the insurance requirements listed in Article 8.03 may result in the Owner's withholding or delaying payment to the Consultant.

8.04) PERFORMANCE

- 8.04.A)** Performance and Delegation: The performance of this Agreement shall not be delegated or assigned by the Consultant without the written consent of the Owner, and such consent will not be given to any proposed delegation which would relieve the Consultant or their surety of their responsibilities under this Agreement. The services to be performed hereunder shall be performed by the Consultant's own staff unless otherwise approved by the Owner. The employment of, contract with, or use of services of any other person or firm by the Consultant as Sub consultant or otherwise is subject to approval by the Owner.
- 8.04.B)** Term of The Agreement: The term of this Agreement shall start upon execution by the parties hereto and extend for **1825** calendar days plus Contingency period from the effective date of this Agreement or until completion of the warranty period. The County Mayor, or his designee may extend this agreement on a year-to-year basis until completion and acceptance by the Owner of the work. If this project is suspended or abandoned during the term of this Agreement, Article 8.05 will apply.
- 8.04.C)** Time for Performance: The Consultant agrees to start all work hereunder upon receipt of a Service Order issued by the Owner and complete each Phase within the time stipulated in each Service Order. A reasonable

extension of time for completion of various Phases will be granted by the Owner should there be a delay on the part of the Owner in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for additional compensation.

8.04.C.1) NOT USED

8.04.C.2) Each time any portion of Phases I through IV of the Project Development Schedule prepared by the Consultant is not met for unapproved/unjustified causes (other than Owner caused) the Owner may notify the Internal Services Department, Small Business Affairs (SBA) and any other entity established by the Owner for tracking the performance of unsatisfactory performance.

8.04.D) Performance Evaluations: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the Owner as evaluation criteria for future solicitations.

8.05) PROJECT SUSPENSION OR ABANDONMENT

8.05.A) If the Project is suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner under any phase, the Owner shall give seven (7) days notice to the Consultant of such Project abandonment or suspension. If the Project is to be suspended for less than six (6) months, then the Consultant shall remain on the Project under this Agreement but will be compensated only for work issued under a Service Order; the County will not be liable for stand-by, overhead, or any other costs direct or indirect, that the Consultant may incur outside of any direct costs associated with a Service Order. If the Project is suspended for the convenience of the Owner for more than six (6) months, or abandoned in whole or in part for the convenience of the Owner during any phase, the Consultant shall be paid for services authorized by Service Order which were performed prior to such suspension or abandonment and the Owner shall have no further obligation or liability to the Consultant under this Agreement. If the Project is resumed after having been suspended for more than six (6) months, the Consultant's further compensation may be renegotiated, but the Owner will have no obligation to complete the Project under this Agreement, and may hire or contract with another Consultant to complete the project. The Owner will have no further obligation or liability to the Consultant

8.06) TERMINATION OF AGREEMENT

The County may terminate performance of work under this contract, in whole or in part if the Owner determines that a termination is in the County's interest. The Owner shall

terminate by delivering to the Consultant a Notice of Termination specifying the extent of the termination and the effective date. Such Notice of Termination under this clause will not be deemed a breach of this Agreement, and may be issued with or without cause. Upon such Notice of Termination, the Consultant shall be entitled to receive only costs incurred as of the date of the Notice of Termination, reasonable profit on work done as of the date of the Notice of Termination, and the costs of preparing its final invoice to the County, and upon payment thereof the County will have no further obligation or liability to the Consultant under this Agreement. The Consultant shall not be entitled to any other compensation under this Agreement.

8.07) CONSULTANT'S ACCOUNTING RECORDS

- 8.07.A)** The Owner reserves the right to audit the Consultant's financial records, including but not limited to audited financial statements, balance sheets, and other financial records, during the performance of this Agreement and for one year after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary to approve any requests for payment by the Consultant.

8.08) OWNERSHIP OF THE DOCUMENTS

- 8.08.A)** The Consultant agrees that all notes, designs, drawings, digital files, specifications, models, photographs, reports, surveys, investigations, field reports, and other data produced in performance of this Agreement shall be the sole property of the Owner without restrictions or limitations, including all rights therein of whatever kind except as may otherwise be provided hereinafter.

The Consultant shall bind all Sub consultants to the same terms of this Agreement for ownership of the documents.

8.09) COMPLIANCE WITH LAWS

- 8.09.A)** The Agreement shall be governed by the laws of the State of Florida and may be enforced only in a court of competent jurisdiction in Miami-Dade County, Florida.
- 8.09.B)** The Consultant shall, during the term of this Agreement, be governed by Federal, State and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolutions which may have a bearing on the Services involved in this Project. The Department will assist the Consultant in obtaining copies of the Miami-Dade County Codes, Regulatory Orders and Resolutions.

8.09.C) The Consultant shall comply with the financial disclosure requirements of Ordinance 77-13, as amended, by having on file or filing within 30 days of the execution of this Agreement one (1) of the following with the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303:

8.09.C.1) A Source of Income Statement

8.09.C.2) A Current Certified Financial Statement

8.09.C.3) A copy of the Consultant's current Federal Income Tax Return

8.09.D) AFFIRMATIVE ACTION

8.09.D.1) The Consultant'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 Consultant to Miami-Dade County hereunder. The Consultant shall undertake and perform the affirmative actions specified herein. The Director may declare the Consultant in default of this agreement for failure of the Consultant to comply with the requirements of this paragraph.

8.09.E) PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

8.09.E.1) The Consultant's attention is directed to Miami-Dade County Ordinance No. 94-40, providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the Consultant and Sub consultant to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the Consultant and Sub consultant to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract or Public Health Trust contract and debarment procedures of the County.

8.09.F) OFFICE OF THE COUNTY INSPECTOR GENERAL AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

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 Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant'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 subcontractors 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 Consultant 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:

If this contract is completely or partially terminated, the Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

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

Nothing in this Article shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this Article are neither intended nor shall they be construed to impose any liability on the County by the Consultant 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 \$1,000.00; (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.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL

The attention of the Consultant is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an **independent private-sector inspector general (IPSIG)** who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of Consultant, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Consultant's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, 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.

- 8.09.G) ART IN PUBLIC PLACES:** This agreement is subject to the Miami-Dade County Art in Public Places requirements, pursuant to Section 2-11.15 of the Code of Miami-Dade County, managed by the Miami-Dade County Department of Cultural Affairs as detailed in Procedure 358 in the Miami-Dade County Procedures Manual (see <http://www.miamidadepublicart.org/#tools> or <http://intra.miamidade.gov/managementandbudget/procedures.asp>).
- 8.09.H)** The Consultant will be responsible for providing a workforce estimate by trades pursuant to instructions from the project manager if this park is within a designated target area as required by Ordinance No. 03-1, Community Workforce Program for Capital Improvement Contracts.
- 8.09.I)** The Consultant must also submit with the executed agreement, to be filed with the Clerk of the Board, the attached single executed affidavits and certifications.

- 8.09.J) UTILIZATION REPORT (UR):** Pursuant to Administrative Order (A.O.) 3-32, Community Business Enterprise (CBE-A&E) Program, and A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28 And 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 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 sub-consultant(s) (if applicable), from the County pursuant to the project. Authorized representatives of each listed sub-consultant(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 Procurement Management, Small Business Affairs, 111 N.W. 1st Street, 19th Floor, Miami, Florida, 33128, in the format attached hereto as Exhibits "B" titled "Monthly Utilization Report – Miami-Dade County Work".
- 8.09.K) CERTIFICATION OF WAGE RATES:** In accordance with Florida Statute 287.055, 5(a), the A/E firm hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided 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 contract price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such contract compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, or one (1) following the end of the contract, whichever is later.
- 8.09.L) SANCTIONS FOR CONTRACTUAL VIOLATIONS:** 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.
- 8.09.M) ALLOWANCES/CONTINGENCY ORDINANCE No. 00-65:** This project is a Professional Services Agreement for the design of facilities on public property; therefore an estimated Allowance Account of **\$843,960.00** is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the (User Department) for unforeseen conditions necessitating additional design, resulting in additions to the basic fee.

8.09.N) SUSTAINABLE BUILDINGS PROGRAM ORDINANCE Implementing

Order No. I.O. 8-8: The Consultant shall comply with the Sustainable Buildings Program, Miami-Dade County Implementing Order No. I.O. 8-8. It is the policy of Miami-Dade County to incorporate, wherever practical, green building practices into the planning, budgeting, design, construction, operations, management, renovation, maintenance, and decommissioning of infrastructure or buildings owned, financed, and/or operated by the County, including P3 projects to comply with the requirements of the County's "Sustainable Buildings Program".

The Consultant shall comply with Section 2-1, Rule 5.10 and Chapter 9, Article III of the County Code, Section 9-71 to 9-75, along with Implementing Order 8-8, which constitutes the "Sustainable Buildings Program. (All construction projects are required to meet the standards delineated in Ordinance 07-65, superseded by Ordinance 22-107. All County-funded civil infrastructure projects are required to meet the standards delineated in Resolution R-617-17).

The primary mechanisms for determining compliance with the Sustainable Buildings Program shall be determined by completing a formal certification process with the U.S Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System (for buildings), the U.S. Institute for Sustainable Infrastructure (ISI), Envision Rating System (for infrastructure), and the Section VII Prescriptive Path elements in I.O. 8-8., except as noted elsewhere in I.O. 8-8, or as otherwise directed by the County's Sustainability Manager. Where certification shall be required to attain, at minimum, a "Silver" rating or higher in the version most recently adopted by USGBC/ISI.

The participation of an experienced LEED Accredited Professional (LEED®AP) or Envision Sustainability Professional (ENV SP), as applicable, is required to achieve optimum results in the application of said practices. The Sustainability Rating Certification Professional (LEED AP/ENV SP) shall integrate the requirements in coordination with all disciplines and the project Architect (or other lead design professionals) to ensure synergy across the project to achieve the level of accreditation being sought.

The Consultant shall submit an Envision and LEED certification plan (as applicable) for the Project which shall detail the steps necessary to attain the specified Envision and LEED certification category and how each is to be implemented during design and construction of the Project. The Envision and LEED certification plan shall be updated for each successive Phase and kept current. The proposed accreditation scorecard (i.e., LEED/ENVISION checklist) shall be submitted to the Office of Resilience Sustainability Manager prior to 30% design completion. Successive submittals shall show progress level of each step and directly correspond to the design decisions of each Phase.

Where applicable, the ENVISION and/or LEED consultant shall: (1) assist the County in the Project Envision/LEED registration, application and certification process; (2) coordinate and otherwise guide the Consultant in the design of the application projects in order to achieve the points needed for Envision/LEED certification; and (3) monitor the Consultant for the documentation required to

meet the Consultant's obligations to achieve Envision/LEED credit points required for the certification level pursued.

The "Sustainable Buildings Program Initial Project Questionnaire/Form for Buildings and Infrastructure" shall be submitted to the Sustainability Manager through the County's Sustainable Buildings Program website at <https://sustainable-buildingsprogram.miamidade.gov/> and to jason.grant@miamidade.gov prior to 30% design completion.

Additional County Requirements and Best Practices

For each Public Project, departments shall complete the "Additional County Policy Requirements and Best Practice Recommendations" checklist and submit it to the Sustainability Manager. This checklist is available from the Sustainability Manager. The completed checklist is due upon completion of a Public Project's planning stage or before the 30% design phase is completed, at the latest.

Compliance Requirements

Please note that lack of funding, lack of knowledge about following IO 8-8, tight deadlines, being unaware of Sustainable Buildings Program requirements, forgetting to put the requirements in bid documents, being unable to go back and change bid documents without incurring significant change order costs, contractors being unaware of the requirements, belief that the policies do not apply due to the wording of the policies, or any other similar justifications are not accepted in lieu of compliance with Sustainable Buildings Program. The unique characteristics of a project shall not, in any way, exempt it from applying sustainable Green Building Practices to the maximum extent possible.

General Terms:

Infrastructure: A capital improvement governed by Envision, as opposed to LEED, including, but not limited to: roads and expressways; bridges and dams; water, sewer, wastewater, stormwater, canal, or other surface water management systems; railways and subways including mass transit lines; boat or ferry docks; vehicle parking surface lots; equipment yards; fuel dispensing facilities and pipelines; outdoor recreational facilities; and telecommunications systems.

Building: Any structure governed by LEED, as opposed to Envision. In general, Buildings are intended to house or support a use or occupancy. Structures governed by Envision would fall under the definition herein for Infrastructure, and structures must fall under either the definition for Building or the definition for Infrastructure. All residential developments are considered Buildings.

8.09.O)

SEA LEVEL RISE RESILIENCY ORDINANCE No. 14-79 codified as 2-1, and RESOLUTION No. R-451-14: The Basic Services shall also include evaluating the latest studies/projections and potential impacts of sea level rise and including building elevation; installation of mechanical and electrical systems, and building and infrastructure design plans shall consider sea level rise projections and potential impacts as best estimated at the time of the project, using the regionally consistent Unified Sea Level Rise Projections, during all project phases including but not limited to planning, design, and construction, in

order to ensure that infrastructure projects will function properly for fifty (50) years or the design life of the project, whichever is greater.

- 8.09.P) VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):** By entering the Contract, the Awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Awarded Bidder effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Awarded Bidder, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Awarded Bidder, the Awarded Bidder may not be awarded a public contract for a period of one year after the date of termination, and the Awarded Bidder may be liable for any additional costs incurred by the County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

8.10) MISCELLANEOUS PROVISIONS

- 8.10.A)** This Agreement does not confer on the Consultant any exclusive rights to the Owner's work. Service Orders will be issued under this agreement at the sole discretion of the Owner. The Owner reserves at all times, the right to perform any and all architectural engineering services in-house or with other professional architects or engineers as provided by Section 287.055, Florida Statutes, and Section 2-10.4, Code of Miami-Dade County, or as otherwise provided by law.
- 8.10.B)** The fees for Professional Services requested shall be determined as mutually agreed upon by the Owner and the Consultant in accordance with Article 5.01 or 5.02 of the Agreement. The Owner will confer with the Consultant before any work offer is issued to discuss the Scope to Work and /or Professional Services required, the time to complete the work and the fee and/or compensation for the proposed Services. No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal.
- 8.10.C)** The aggregate sum of all payments for fees and costs, including reimbursable expenses to the Consultant under this Agreement shall not exceed **\$9,533,563.00.**

- 8.10.D) TERM OF THE AGREEMENT:** The term of this Agreement shall start upon execution by the parties hereto (effective date of this Agreement) and extend for **1825** calendar days plus Contingency or as amended, subject to Miami-Dade County Parks, Recreation and Open Spaces Department's recommendation and subsequent approval by the County; or until completion of the warranty period. The County Mayor, or his designee may extend this agreement on a year-to-year basis until completion and acceptance by the Owner of the work. If this project is suspended or abandoned during the term of this Agreement, Article 8.05 will apply.
- 8.10.E)** The Consultant may submit proposals for any professional services, which they are qualified to perform, for which Proposals may be publicly solicited by the Owner, outside of this Agreement.
- 8.10.F)** The Consultant will have no responsibility for the handling, funding, cost of removal or exposure to persons to hazardous materials in any form at the project site other than to immediately advise the owner of the existence of hazardous materials discovered during standard investigations carried out for the purpose of performing their services.

8.11) SUCCESSORS AND ASSIGNS

- 8.11.A)** The Consultant and the Owner each binds themselves, their partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the County the opportunity to approve or reject all proposed assignees, successors, or other changes in the Ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.

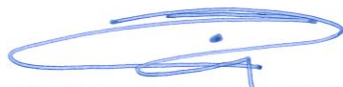
8.12) EXTENT OF AGREEMENT

- 8.12.A)** This Agreement represents the entire and integrated Agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of the Board of County Commissioners of Miami-Dade County or pursuant to provisions of Ordinance 00-104, the Expedite Ordinance.
- 8.12.B)** If any portion of this Agreement is deemed illegal or unenforceable by a court of law, the remainder of the contract remains valid.

PROS Project Specific PSA For
Ludlam Trail Development Project
Project No. A23PR03,

CONSULTANT'S NAME

Attest:
Secretary:



Signature

Kimley-Horn and Associates, Inc.

Legal Name of Corporation

PROS Project Specific PSA For
Ludlam Trail Development Project
Project No. A23PR03,

By:

Kimley-Horn and Associates, Inc.

Legal Name

B. J. Fye

Signature



(Corporate Seal)

Barton J. Fye, PE / VP

Legal Name and Title

MIAMI-DADE COUNTY, FLORIDA

Approved as to Insurance Requirements

Approved as to Form and Legal Sufficiency:

Risk Management Division

Assistant County Attorney

Date: _____

Date: _____

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Agreement to be executed in its name by the County Manager, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

FOR:
**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

(Seal)

**Juan Fernandez - Barquin
Clerk of the Court**

**DANIELLA LEVINE CAVA
Mayor**

By: _____
Clerk of the Board

By: _____
Roy Coley
Chief Utilities & Regulatory Services Officer

Date: _____

Date: _____

Distribution:

One Original to Consultant

One Original to Clerk of the Board

One Original to Department of Procurement Management

One Original to Project File

Attachment B

Contract Evaluations Report

Pre-Award Supplier/Vendor Compliance Checklist				
Supplier/Vendor Name:		KIMLEY-HORN & ASSOCIATES INC		
DBA or Fictitious Name:				
FEIN:		560885615		
Supplier/Vendor Registration		The following should be "Yes" or a comment is provided to explain.		
Navigation in INFORMS: Finance/Supply Chain (FSCM) > Supplier Administration > Maintain Supplier > Maintain Supplier				
NOTE: If vendor is a Bidder, reach out to VOSS to assist with vendor conversion to Supplier.		Check	Comments	
Supplier Registration Status	INFORMS Tab - Summary: -Status (Is the Status approved?)	☒ Yes		
	INFORMS Tab - Summary: -Open for Ordering (Is open for ordering "yes"?)	☒ Yes		
Completed Affidavits	INFORMS Tab - Affidavits Tab: Are the all the Affidavits completed and the affirmation signed? If not, provide comments on missing items.	☒ Yes		
Completed Human Trafficking Affidavit	Required of Prime Only	☒ Yes		
NOTE: Check all Affidavits (1-13) are completed and attach one screenshot of vendor's affirmation page. Navigation in INFORMS: Finance/Supply Chain (FSCM) > Supplier Administration > Maintain Supplier > Affidavits Tab, scroll to affirmation.				
Local, Sunbiz, SBE, Veteran and E-Verify		The following can be "Yes" or "No" with comments as needed.		
		Check	Comments	
Local Address	Identify if vendor has a local address: sources Submittal Form, Google maps, vendor registration in INFORMS, LBT, etc.	☒ Yes ☐ No	2 ALHAMBRA PLZ STE 500 CORAL GABLES, FL 33134-5237	
Local Business Tax Receipt	INFORMS Tab - Identifying Information Tab: -Government Classification -Government Sources Certification Source (LBT) NOTE: Partial information, INFORMS doesn't provide status (arrears)	☒ Yes ☐ No		
Property Taxes	Identify if Vendor/Principal has a property tax record in the Tax Collector's website	☒ Yes ☐ No		
NOTE: Pursuant to Section 2-8.1(c), any property or business taxes due to the County must be paid, as a condition of contract award/pool inclusion. Print Screen of taxes due and inform Supplier/Vendor. Advise Manager, who will consult with CPO for determination of Supplier/Vendor responsibility. Suppliers/Vendors affirming Local or Locally Headquartered Preference must have LBT or provide exemption.				
State of Florida Corporations (Sun Biz)	Confirm vendor status in SunBiz (or State where company is registered)	☒ Yes ☐ No		
Property Appraiser	Confirm using the Property Appraiser website that Supplier/Vendor's Principal Address as listed in Sunbiz is not a County-owned property.	☒ Yes ☐ No		
NOTE: Pursuant to Ordinance 25-21 (Section 21-29.4 of the Code), as a condition of award/inclusion in a prequalification pool, Supplier/Vendor is prohibited from using addresses of County-owned property in filings with the Florida Department of State Division of Corporations. If a violation is found, report to RER - Consumer and Neighborhood Protection Division (Consumer@Miamiade.gov) for investigation and enforcement. Advise Manager, who will consult with CPO for determination of Supplier/Vendor responsibility.			Ordinance 25-21	
SBE-Certified Firms	INFORMS Tab - Identifying Information Tab: -Additional Reporting Elements (expand) Note: if there is a conflict between INFORMS and the website, note it in the comments and follow-up with SBD to confirm SBE status. Also, if SBE, provide SBE type, Tier, and Tier Description.	☐ Yes ☒ No		
Local Certified Veteran Business Enterprise	Identify if vendor is certified by the State of Florida. If yes, confirm vendor status is "Active"	☐ Yes ☒ No		
Find E-Verify Participant Employers	If contract requires participation, this must be "Yes" for all A/E Consultants and Design Builder when applicable. Primes and sub-consultants.	☒ Yes ☐ No		
MDC Prequalification/Technical Certifications	Request from the PQC/TC Team that all Team A/E Consultant(s) assigned Technical Categories in the Letter of Qualifications (LOQ) or Form 8DB have active PQC. This must be "Yes". Also check First Tier/Step One folder for any letters for subs without TCs sent to the Proposer.	☒ Yes ☐ No		
Department of Business & Professional Regulation	Request from the PQC/TC Team DBPR sponsorship verification and active licenses status for the Prime/Lead A/E Consultant. This must be "Yes". Also check First Tier/Step One folder for any letters sent for lack of TCs sent to the Proposer.	☒ Yes ☒ No		
3-Year Work History Report	Request from SBD Kirah Shakoor and Patrick Hines (for the Prime Only)	☒ Yes ☐ No		
Past Performance Evaluation Average in CIIIS	Prime Consultant or Design Builder	☐ No Record ☐ 2.0 to 2.9	☐ <1.9 ☒ > 3.0	3.8
			The following should be "No" or a comment is provided to explain.	

Does Supplier/Vendor Appear on the Following:		Check	Comments
Debarred Contractors	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☒ No	
Non Performance History	BTS Navigation: Log into BTS > Click on "Vendor Database" > Click on "Registered Vendors" > Enter Prime/DB under "Business Name" search field and click "Go" > Click on link # in front of Vendor Name > Click on "NonPer/Violation Hist" icon on top of page > Take Snapshot	☒ No	
Delinquent Contractor Report (not a link)	INFORMS Navigation: (do not use tiles) - and go to Menu (Top Right Corner)>Navigator>Finance/Supply Chain (FSCM)>Miami-Dade County>Account Receivable> Extensions>Delinquent Contractor RegFinal	☒ No	
Compliance Report and/or Workforce Violations (SBD)	Use dropdown menu and look for Prime's name, if not listed, take screen shot of list where firm's name would go alphabetically. If listed, include findings and consult with Management as to next steps.	☒ No	
Suspended Contractors	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☒ No	
Florida Suspended Contractors	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☒ No	
Florida Convicted Vendor List	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☒ No	
Florida Discriminatory Vendor List - 287.134(3)(d), FS	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☒ No	
Florida Antitrust Vendor List - 287.137(3)(b), FS	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☒ No	
Florida Forced Labor Vendor List - 287.1346, FS	Look through list for any findings for Prime Consultant on PSAs/Design Builder.	☒ No	
Scrutinized Companies - 287.135, FS	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☒ No	
Scrutinized Companies that Boycott Israel - 215.4725, FS	Look through list for any findings for Prime Consultant on PSAs/Design Builder. Otherwise include screen captures for list.	☒ No	
Were the following checked for the Supplier/Vendor:		The following should be "YES" they were checked or "N/A" with a comment provided to explain findings.	
		Check	Comments
System for Award Management (SAM)	First, register your county email to gain access to search function. Search for Prime's name and include in screen capture.	☒ Yes	
Google Search	Google: Search should be "Vendor name, subsidiary, related company and affiliates name, etc" in quotes, and "Fraud" or "Contract Breach" or "Settlement" or "Judgment" or "Termination". For the vendor name, use the main portion of the name, i.e., for ABC LLC use "ABC". <u>Google Search example "ABC" and "Fraud" or "Contract</u>	☒ Yes	Note any relevant findings
Department of Justice	Look through the list for Prime's name, if not listed, take screen shot of list where firm's name would go alphabetically. If listed, include findings and consult with Management as to next steps.	☒ Yes	
OSHA Enforcement Inspections Checked	Per R-1181-18, applicable to the construction of certain improvements. For Design Build Projects. Otherwise, it is optional as needed.	☐ Yes ☒ N/A	
Litigation Reports: Public Access to Court Electronic Records (PACER), Westlaw	For Prime Consultant on PSAs/Design Builder only (by QA/QC Unit, Marta) ONLY TO BE REQUESTED IF ANY RELEVANT GOOGLE SEARCH FINDINGS ABOVE	☒ Yes ☐ N/A	Completed on 12/10/25. See reports attached.
Prepared By: (insert name)	Richard Ortiz	Date: 12/9/2025	☒
Reviewed By: (insert Coordinator or Second Reviewer name)	Ana M. DaSilva	Date: 1/12/2026	☒

Note: Compliance Report is valid for a maximum of four (4) months from the "Reviewed by" Date shown above.

Attachment C

A&E Firm History Report

Vendor Profile: Contract Assignments



General	Public Profile	Business Highlights	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Contracts
Concessions	Site Visits	Workforce Comp/EEO	EDP Registrations	Docs	Reports			

Kimley-Horn and Associates, Inc., DBA **USE THIS ONE**System Vendor Number: **20031882**[Mark As Favorite](#)[View Summary](#)To **resort** click on column title. To **filter** click on the drop down menu.[Refresh Table](#) [Reset Filters](#) [Download](#)

Assignment Type	Status	Contract Number & Title	Prime Contractor	Assigned Contacts	Dates	Current Value	Paid To Date
Prime ▼	All ▼	All ▼		All ▼			
Prime	Open	0000005144: SAFE ROUTE TO SCHOOL LAP 20 (F		Amy McGreger	7/29/2021 - 9/30/2022	\$0	\$50,156
Prime	Open	0000005279: S Bayshore/Darwin St-Mercy Way - (CONTRACT E19-DTPW-12, PSA 20190309)		Amy McGreger	8/16/2021 - 8/16/2022	\$1,171,852	\$1,095,409
Prime	Open	0000006269: ATMS SOFTWARE MAINT		Amy McGreger	12/7/2021 - 12/6/2026	\$0	\$4,028,978
Prime	Open	0000006367: PJ# 20200282 WO# 1 SW 107 Ave		Amy McGreger	1/13/2022 - 1/11/2027	\$0	\$343,902
Prime	Open	0000006740: Kimley GPC-VIII E21-TPO-01		Amy McGreger	11/30/2021 - 9/30/2028	\$0	\$1,160,025
Prime	Open	0000007731: PJ# 20210032 WO# 2 S. Bayshore - (CONTRACT E19-DTPW-12, PSA 20190309)		Amy McGreger	7/19/2022 - 8/16/2022	\$90,842	\$72,673
Prime	Open	0000007874: PJ# 20200286 WO# 1 SW 152 Ave		Amy McGreger	8/4/2022 - 12/31/2024	\$0	\$1,024,147
Prime	Open	0000008231: PJ#20210032 WO#3 S Bayshore Dr - (CONTRACT E19-DTPW-12, PSA 20190309)		Amy McGreger	9/14/2022 - 12/31/2025	\$64,902	\$64,174
Prime	Open	0000009805: PJ# 20200282 WO# 2 SW 107 Ave - (GRP0000118)		Amy McGreger	3/1/2023 - 12/31/2023	\$0	\$5,245
Prime	Closed	0000010291: PJ# 20200282 WO# 3 SW		Amy McGreger	4/27/2023 - 1/11/2027	\$0	\$0

MDC065

		107 Ave				
Prime	Open	0000010826: PJ#20210032 WO#4 S. Bayshore - (CONTRACT E19- DTPW-12, PSA 20190309).	Blair McKnight	6/22/2023 - 12/31/2025	\$37,335	\$29,166
Prime	Open	0000013319: P#20230209 Renderings NW18 Ave	Blair McKnight	11/3/2023 - 12/31/2024	\$0	\$19,441
Prime	Open	0000018544: PJ#20240114 Add Svcs SW157Ave	Blair McKnight	5/15/2024 - 12/31/2026	\$0	\$0
Prime	Open	0000023585: PJ20190337 WO - E20-DTPW-01	Blair McKnight	11/4/2024 - 12/31/2027	\$505,454	\$504,190
Prime	Open	20160031-KIMLEY HORN: PSA-ENG DES.SAFE ROUTES TO SCHOOLS	Amy McGreger	6/21/2017 - 6/21/2022	\$300,000	\$96,341
Prime	Open	20180025: ROAD IMP TO SW 157 AVE-SW 42 ST-SW 26 ST	Amy McGreger	3/28/2019 - 3/28/2022	\$519,970	\$471,333
Prime	Open	2019-049 KIMLEY HORN: ROYAL CARIBBEAN CAMPUS	Blair McKnight	12/20/2024 - 9/30/2029	\$0	\$13,200
Prime	Open	20190337-1: Dtwm Miami Trombone Mast Arm - E20- DTPW-01	Amy McGreger	4/5/2023 - 12/31/2025	\$190,329	\$178,255
Prime	Open	20190337-10: PJ#20190337 WO#10 NW 12 Av/7St - E20- DTPW-01	Blair McKnight	9/10/2024 - 12/31/2027	\$11,220	\$11,192
Prime	Open	20190337-11: PJ20190337 WO11 NW 22 Av/3 St - E20- DTPW-01	Blair McKnight	10/8/2024 - 12/31/2027	\$19,949	\$15,111
Prime	Open	20190337-12: PJ20190337 WO12 NW 12 Av & 7 St - E20- DTPW-01	Blair McKnight	10/18/2024 - 12/31/2027	\$13,328	\$13,294
Prime	Open	20190337-13: PJ20190337 WO13 San Simeon Way - E20-DTPW-01	Blair McKnight	10/18/2024 - 12/31/2027	\$49,373	\$32,674
Prime	Open	20190337-14: PJ20190337 WO14 Coral Way/72 - E20- DTPW-01	Blair McKnight	10/29/2024 - 12/31/2027	\$192,834	\$109,508
Prime	Open	20190337-15: NE 149 St and NE 8 Ave E20- DTPW-01	Blair McKnight	1/8/2025 - 12/31/2027	\$135,145	\$89,458
Prime	Open	20190337-16: PJ	Blair McKnight	10/24/2024	\$353,292	\$260,052

MDC066

		1 incomplete audit	20190337 WO 16 Transit Fare - E20-DTPW-01		-	12/31/2027		
Prime	Open		20190337-16 VENETIAN: T.S at Venetian Way at Island - E20-DTPW-01	Blair McKnight	2/18/2025 - 12/31/2027	\$159,764	\$87,049	
Prime	Open	1 incomplete audit	20190337-18: Design of SMART Loading Zones (E20-DTPW-01)	Amy McGreger	5/20/2025 - 12/31/2027	\$49,990	\$49,865	
Prime	Open		20190337-19: NE 149 St at NE 8 Ave - E20-DTPW-01	Amy McGreger	7/7/2025 - 12/31/2027	\$13,388	\$12,019	
Prime	Open		20190337-2: PJ#20190337 WO#2 San Simeon - E20-DTPW-01	Blair McKnight	2/21/2024 - 12/31/2027	\$80,629	\$61,124	
Prime	Open	1 incomplete audit	20190337-20: PJ#20190337 WO#20 (E20-DTPW-01)	Amy McGreger	9/11/2025 - 12/31/2027	\$441,739	\$365,727	
Prime	Open		20190337-3: PJ#20190337 WO#3 NW 22 Ave - E20-DTPW-01	Blair McKnight	2/22/2024 - 12/31/2027	\$77,271	\$69,808	
Prime	Open		20190337-4: PJ#20190337 WO#4 SR933-NW 12 - E20-DTPW-01	Blair McKnight	3/6/2024 - 12/31/2027	\$90,032	\$51,401	
Prime	Open		20190337-6: PJ#20190337 WO#6 MastArm Study - E20-DTPW-01	Blair McKnight	4/29/2024 - 12/31/2027	\$31,520	\$31,441	
Prime	Open		20190337-7: PJ#20190337 WO#7 NE 96 ST&US-1 - E20-DTPW-01	Blair McKnight	5/6/2024 - 12/31/2027	\$60,913	\$32,148	
Prime	Open		20190337-8: PJ#20190337 WO#8 - E20-DTPW-01	Blair McKnight	7/25/2024 - 12/31/2027	\$0	\$0	
Prime	Open		20190337-9: PJ# 20190337 WO# 9 NW 25 Ave - E20-DTPW-01	Blair McKnight	7/2/2024 - 12/31/2027	\$58,288	\$58,142	
Prime	Open		20230088-1 KIMLEY: PJ#20230088 WO#2 Old Cutler Rd	Blair McKnight	5/18/2023 - 12/31/2023	\$0	\$31,919	
Prime	Open		20230088-2 KIMLEY: PJ#20230088 WO#3 Old Cutler Rd	Blair McKnight	5/18/2024 - 12/31/2026	\$0	\$21,619	
Prime	Open		20230247-1: PJ# 20230247 WO# 1 Model City	Blair McKnight	8/27/2024 - 12/31/2026	\$0	\$273,981	
Prime	Open		20240046-1: PJ# 20240046 WO# 1 NW 159 St	Blair McKnight	7/1/2024 - 12/31/2026	\$0	\$193,553	

Prime	Open	20240046-2: PJ# 20240046 WO# 2 NW 159 St	Amy McGreger	5/15/2025 - 12/31/2029	\$0	\$0
Prime	Open	20240167-1: Miami Central HS Safe Route	Blair McKnight	9/12/2024 - 12/31/2026	\$0	\$0
Prime	Open	20240167A-1: PJ20240167 WO1 SRTS Mia Centra	Blair McKnight	12/11/2024 - 12/31/2026	\$0	\$140,223
Prime	Open	20240167A-2: SRTS FM445743-1-38-01	Amy McGreger	7/7/2025 - 12/31/2026	\$0	\$7,234
Prime	Open	20240168-1: Miami Northwestern High School	Blair McKnight	9/11/2024 - 12/31/2026	\$0	\$128,732
Prime	Open	20240169-1: PJ#20240169 WO#1 Southridge HS	Blair McKnight	9/3/2024 - 12/31/2026	\$0	\$67,852
Prime	Open	20240183-1: PJ# 20240183 SW 84 Avenue LAP	Blair McKnight	8/9/2024 - 12/31/2026	\$0	\$141,902
Prime	Open	20240194-1: PJ# 20240194 WO# 1 N Miami Ave	Blair McKnight	8/12/2024 - 12/31/2026	\$0	\$148,114
Prime	Open	20240194-2: PJ# 20240194 WO#2 N Miami Ave	Amy McGreger	8/4/2025 - 12/31/2028	\$0	\$0
Prime	Open	20240195-1: PJ# 20240195 WO# 1 N Miami Ave	Blair McKnight	8/15/2024 - 12/31/2026	\$0	\$141,595
Prime	Open	20240247-1: N. Dade Middle School	Blair McKnight	1/17/2025 - 12/31/2026	\$0	\$42,675
Prime	Open	20250092-1-KIMLEY: PJ#20250092 WO#1 Card Sound Rd	Amy McGreger	5/21/2025 - 12/31/2029	\$0	\$3,435
Prime	Open	20250096-1: FM 446302-1-38-1 Mia Jackson H	Amy McGreger	5/27/2025 - 12/31/2026	\$0	\$109,218
Prime	Open	20250102-1: PJ# 20250102 Seagrass Survey	Amy McGreger	6/3/2025 - 12/31/2029	\$0	\$18,588
Prime	Open	20250210-1: PJ20250210 WO1 FIFA Quick Bui.	Amy McGreger	12/11/2025 - 12/31/2028	\$0	\$0
Prime	Open	C23KHAI005: Engineering Planning, Design and Related Services for the Water and Wastewater Infrastructure (Water Mains, Force Mains, Gravity Sewers, Water and Sewer Pump Stations, and	Athas Erin	5/29/2024 - 5/29/2029	\$6,000,000	\$227,586

1 incomplete
audit

		Facilities) - Project No: E23WS03A				
Prime	Open	CIP196-DTPW18-DE: PSA-KIMLEY-HORN AND ASSOCIATES, INC	Amy McGreger	6/8/2020 - 6/7/2025	\$1,999,801	\$1,883,767
Prime	Open	CIP215-DTPW19- DE(3)-FDOT: Prof. Svcs. for Transit & PW - E19-DTPW-11	Amy McGreger	4/14/2022 - 4/11/2027	\$0	\$4,404,539
Prime	Open	CIP215-DTPW19- DE(3)-FTA: Prof. Svcs. for Transit & PW - E19-DTPW-11	Amy McGreger	4/13/2022 - 4/11/2027	\$0	\$1,748,787
Prime	Open 1 incomplete audit	CIP215-DTPW19- DE(3)-NG: Prof. Svcs. for Transit & PW - E19-DTPW-11	Michael Hernandez JACOB USAN	4/12/2022 - 4/11/2027	\$4,005,646	\$4,454,190
Prime	Open 1 incomplete audit	E15-MDT-03_0003: CONTINUOUS PROFESSIONAL SERVICES FOR FEDERALLY FUNDED PROJECTS	Amy McGreger	2/7/2017 - 2/6/2022	\$1,650,000	\$513,631
Prime	Closed	E15-PWWM-13_0003: NF-FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM ENGINEERING AND DESIGN RELATED PROFESSIONAL CONTINUING SERVICE CONTRACTS FOR DTPW SAFE ROUTES TO SCHOOL PROJECTS	Amy McGreger	6/6/2017 - 6/5/2022	\$300,000	\$0
Prime	Open	E15-WASD-01_0006: NF-ENGINEERING DESIGN AND RELATED SERVICES FOR THE DESIGN OF LARGE DIAMETER WATER AND WASTEWATER PIPELINES FOR THE WATER AND SEWER DEPARTMENT'S WASTEWATER AND WATER COLLECTION, TRANSMISSION AND DISTRIBUTION SYSTEM	Barton Fye Michael Hernandez	11/7/2016 - 11/30/2022	\$5,500,000	\$3,276,312
Prime	Open	E18-SEA-05: TRAFFIC IMPACT STUDY AND MASTER RD WAY P	Amy McGreger	3/18/2020 - 3/31/2022	\$3,300,000	\$2,077,670
Prime	Open	EDP-MT-SR-OSP161:	Amy McGreger	12/16/2013	\$200,000	\$0

		NF-TRANSIT SERVICE EVALUATION STUDY PH II			- 12/31/2019		
Prime	Open	EDP-PR-2206031A: Snake Creek Trail Extension to Greynolds	Amy McGreger	2/8/2022 - 2/8/2027	\$88,570	\$0	
Prime	Closed	EDP-PR-691201-22-001-R: Caribbean Park Playground Replacement & ADA Transition and Compliance Plan	Blair McKnight	9/23/2022 - 9/23/2027	\$0	\$0	
Prime	Open	EDP-PR-9999990G: New playgrounds at Sidney Wynn,Jefferson Reeves, North Glade and A D Barnes Park	Amy McGreger	3/25/2020 - 3/25/2025	\$350,000	\$144,317	
Prime	Closed	EDP-PR-SR-999999-15-001: NF- UNDERLINE PH I ENGINEERING DESIGN SERVICES	Amy McGreger	11/17/2016 - 12/31/2019	\$214,500	\$0	
Prime	Open	EDP-PW-SR-20040348: NF-SW 216 STREET ROADWAY IMPROVEMENTS	Amy McGreger	11/1/2013 - 12/31/2019	\$140,000	\$42,124	
Prime	Closed	EDP-SP-19-021: Traffic Study- Parking Garage K	Amy McGreger	2/20/2019 - 2/20/2024	\$49,860	\$0	
Prime	Open	EDP-SP-S2017-035.04: NORTH CRUISE BOULEVARD TRAFFIC AND ROADWAY STUDY	Amy McGreger	3/19/2018 - 3/19/2023	\$200,000	\$0	
Prime	Open	EDP-SW-18544-23: South Dade Landfill Access Road and Stormwater Improvements	Blair McKnight	3/28/2023 - 3/28/2028	\$350,000	\$231,643	
Prime	Open	MPO-17-18_0003: FY 2019 & 2020 UNIFIED PLANNING WRK PRGM	Amy McGreger	7/1/2018 - 6/30/2020	\$0	\$1,050,800	

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Attachment D

SBD Worksheet and Compliance Review

DATE: February 28, 2025

Memorandum



TO: Namita Uppal, Director,
Strategic Procurement Department

FROM: Gary Hartfield, Director
The Office of Small Business Development

SUBJECT: Compliance Review
Project No. A23PR03
Professional Services for Ludlam Trail Development

The Office of Small Business Development (SBD) has completed its review of the subject project for compliance with the Small Business Enterprise Program for Architectural and Engineering Services (SBE-A&E). The contract measure established for this project is a 10% SBE-A&E sub-consultant goal measure.

The Strategic Procurement Department (SPD) submitted proposals that included the Certificate of Assurance for the firm(s) listed below acknowledging the 10% SBE-A&E measure. Each referenced firm also submitted a Utilization Plan (UP) identifying the SBE sub-consultants to fulfill the 10% SBE-A&E measure via the Business Management Workforce System (BMWS). Please find the results of SBD's compliance review below:

STATUS:

- | | |
|---|-----------|
| 1. Kimley-Horn and Associates, Inc. | Compliant |
| 2. Local Office Landscape & Urban Design, LLC | Compliant |
| 3. Miller Legg & Associates, Inc. | Compliant |
| 4. Stantec Consulting Services Inc. | Compliant |

SUMMARY:

Kimley-Horn and Associates, Inc., (#1), a non-certified, SBE-A&E firm, committed to utilize the following certified, SBE-A&E firms: Choice Engineering Consultants Inc., to perform Technical Certification (TC) categories 1.01 (Transportation Planning - Urban Area and Regional Transportation Planning), 3.02B (Highway Systems - Minor Highway Design), 3.04 (Highway Systems - Traffic Engineering Studies), 3.09 (Highway Systems - Signing, Pavement Marking and Channelization), 3.11 (Highway Systems - Signalization), and 16.00 (General Civil Engineering) at 3.00%; Chrome Engineering, Inc., to perform TC categories 3.03 (Highway Systems - Bridge Design), 11.00 (General Structural Engineering), 16.00 (General Civil Engineering), and 17.00 (Engineering Construction Management) at 2.50%; Geosol, Inc., to perform TC categories 9.01 (Soils, Foundations and Materials Testing - Drilling, Subsurface Investigations and Seismographic Services) and 9.02 (Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services) at 5.00%; Global Construction Estimating Corp., to perform TC category 17.00 (Engineering Construction Management) at 3.50%; Green Dade, Inc., to perform TC categories 3.11 (Highway Systems - Signalization), 13.00 (General Electrical Engineering), and 17.00 (Engineering Construction Management) at 2.50%; Integra Environmental And Water Services Inc., to perform TC category 10.07 (Environmental Engineering - Remedial Action Plan Implementation/Operation/Maintenance) at 3.50% and Wolfberg Alvarez and Partners to perform TC categories 6.01 (Water and Sanitary Sewer Systems - Water Distribution and Sanitary Sewage Collection and Transmission), 10.01 (Environmental Engineering - Stormwater Drainage Design Engineering Services), 12.00 (General Mechanical Engineering), 13.00 (General Electrical Engineering), 14.00 (Architecture), 18.00 (Architectural Construction Management), and 22.00 (ADA Title II Consultant) at 2.00% in satisfaction of the 10% SBE-A&E measure. The Utilization Plan (UP) was submitted by Kimley-Horn and Associates, Inc., and confirmed to achieve the 10% SBE-A&E measure. Kimley-Horn and Associates, Inc., is in compliance with the 10% SBE-A&E measure.

Local Office Landscape & Urban Design LLC (#2), a non-certified SBE-A&E firm, committed to utilize the following certified, SBE-A&E firms: 2 Plus Architects Inc., to perform TC category 22.00 (ADA Title II Consultant) at 2.00%; GCES Engineering Services, LLC to perform TC category 9.01 (Soils, Foundations and Materials Testing - Drilling, Subsurface Investigations and Seismographic Services) at 1.50%; Olin Hydrographic Solutions Inc., to perform TC categories 15.01 (Surveying and Mapping - Land Surveying), 15.03 (Surveying and Mapping - Underground Utility Location), and 15.04 (Surveying and Mapping - Hydrographic Surveys) at 8.00% in satisfaction of the 10% SBE-A&E measure. The Utilization Plan (UP) was submitted by Local Office Landscape & Urban Design, LLC and confirmed to achieve the 10% SBE-A&E measure. Local Office Landscape & Urban Design, LLC is in compliance with the 10% SBE-A&E measure.

Miller Legg & Associates, Inc., (#3), a non-certified SBE-A&E firm, committed to utilize the following certified, SBE-A&E firms: F.R. Aleman & Associates, Inc., to perform TC categories 15.01 (Surveying and Mapping - Land Surveying), 15.03 (Surveying and Mapping - Underground Utility Location) and 15.04 (Surveying and Mapping - Hydrographic Surveys) at 3.66%; Pacifica Engineering Services, LLC to perform TC categories: 9.01 (Soils, Foundations and Materials Testing - Drilling, Subsurface Investigations and Seismographic Services) and 9.02 (Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services) at 0.85% and R.J. Behar & Company, Inc., to perform TC categories 1.01 (Transportation Planning - Urban Area and Regional Transportation Planning), 3.01 (Highway Systems - Site Development and Parking Lot Design), 3.02B (Highway Systems - Minor Highway Design), 3.03 (Highway Systems - Bridge Design), 3.04 (Highway Systems - Traffic Engineering Studies), 3.09 (Highway Systems - Signing, Pavement Marking and Channelization), 3.11 (Highway Systems - Signalization), 6.01 (Water and Sanitary Sewer Systems - Water Distribution and Sanitary Sewage Collection and Transmission), 11.00 (General Structural Engineering), 16.00 (General Civil Engineering), and 17.00 (Engineering Construction Management) at 8.78% in satisfaction of the 10% SBE-A&E measure. The Utilization Plan (UP) was submitted by Miller Legg & Associates, Inc., and confirmed to achieve the 10% SBE-A&E measure. Miller Legg & Associates, Inc., is in compliance with the 10% SBE-A&E measure.

Stantec Consulting Services, Inc., (#4), a non-certified SBE-A&E firm, committed to utilize the following certified, SBE-A&E firms: C.H. Perez & Associates Consulting Engineers, Inc. to perform TC 3.04 (Highway Systems - Traffic Engineering Studies) at 0.20%; GSLA Design, Inc., to perform TC 20.00 (Landscape Architecture) at 8.00%; HR Engineering Services, Inc., to perform TC's 9.01 (Soils, Foundations and Materials Testing - Drilling, Subsurface Investigations and Seismographic Services) and 9.02 (Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services) at 3.00%; Longitude Surveyors, LLC to perform TC's 15.01 (Surveying and Mapping - Land Surveying), 15.03 (Surveying and Mapping - Underground Utility Location) and 15.04 (Surveying and Mapping - Hydrographic Surveys) at 4.80% and Miami Environmental & Civil Engineering, LLC to perform TC 10.05 (Environmental Engineering - Contamination Assessment and Monitoring) at 3.50% in satisfaction of the 10% SBE-A&E measure. The Utilization Plan (UP) was submitted by Stantec Consulting Services Inc. and confirmed to achieve the 10% SBE-A&E measure. Stantec Consulting Services, Inc., is in compliance with the 10% SBE-A&E measure.

SBD verified that none of the referenced firms has an open violation on the February 28, 2025, Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations.

Please be reminded that SBD's review is specific to the SBE-A&E Program. The Strategic Procurement Department is responsible for any other issue(s) that may exist during the selection process.

Should you have any questions or need any additional information, please do not hesitate to contact Darrell Belgrave, Capital Improvement Project Specialist at darrell.belgrave@miamidade.gov or (305) 375-3151.

C: Laurie Johnson, SBD
Ana M. DaSilva, SPD

Attachment E

Negotiation
Authorization, List
Respondents and
Tabulation Sheets

Memorandum



Date: June 10, 2025

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

From: Ana M. DaSilva, *Ana M. DaSilva*
Competitive Selection Committee Coordinator

Subject: Report of Competitive Selection Committee (CSC)
Parks, Recreation and Open Spaces Department (PROS)
Project Title: Professional Services for the Ludlam Trail Development
SPD Project No. A23PR03

The CSC has completed the evaluation of the proposals submitted in response to the referenced Strategic Procurement Department (SPD) solicitation and consistent with the guidelines published in the Notice to Professional Consultants (NTPC).

Scope of Services Summary: The project scope of services includes, but is not limited to, the design of a 5.6-mile shared use bicycle and pedestrian trail with pavement markings, landscape buffers, park and neighborhood connections, street crossings, canal crossings, amenities such as shelters and site furnishings, wayfinding signage, lighting, access control measures, contamination remediation review and coordination, site preparation, shade trees, and integrated landscaping with the drainage plan (stormwater management, ecological performance, flood risk reduction). The Prime Consultant team will be responsible for integrating all components seamlessly into the Ludlam Trail Development project, including community engagement and coordination with the Regulatory and Economic Resources – Division of Environmental Resources Management's (RER-DERM) consultant for remediation design.

Preferred Experience and Qualifications: It is preferred that the Prime Consultant, and/or Sub-consultant firm(s), through full-time personnel demonstrate experience on three (3) completed projects of similar scope to the Project Scope of Services for this project. The participation of an ENVISION Sustainability Professional (ENV SP), and experience with solar power is also highly preferred of the firm(s).

Contract Terms: The County intends to retain one (1) qualified consultant/team for one (1) non-exclusive Professional Services Agreement (PSA) with an effective term of five (5) years.

Participation Restrictions: The selected Team (Prime and Sub-Consultants) will not be eligible to render services on any Construction, CEI, Laboratory testing service for this project during the effective term of the agreement resulting from this solicitation.

Small Business Enterprise Goal: On August 15, 2024, Small Business Development (SBD) established a 10.00% Small Business Enterprise – Architectural and Engineering Goal for this project.

Advertisement Date: November 12, 2024

Number of Proposals Received: Seven (7) proposals were received by the submittal deadline of January 28, 2025.

Name of Proposers: Please refer to the attached List of Respondents.

Strategic Procurement Department Compliance Review: The proposals submitted by U S South Engineering & Testing Lab Inc, James Corner Field Operations, LLC, and Sasaki Associates, Inc., did not meet the prequalification/technical certification requirements pursuant to the NTPC and were deemed non-compliant on February 14, 2025. Consequently, the proposals from U S South Engineering & Testing Lab Inc, James Corner Field Operations, LLC, and Sasaki Associates, Inc., were not evaluated by the CSC.

Small Business Enterprise Compliance Review: All SPD compliant proposals were submitted to SBD for review on February 14, 2025 and were deemed in compliance. Please refer to the attached Compliance Review Memorandum dated February 28, 2025.

Office of the Commission Auditor (OCA) Background Checks: SPD submitted Committee members' completed Neutrality Affidavits and resumes to OCA on February 18, 2025. A response was received on February 25, 2025. OCA submitted the results of the background checks to the Commission on Ethics and Public Trust (COE) for further review of findings. A response was received from COE regarding findings on March 25, 2025.

Office of the Inspector General (OIG) / Office of the Commission on Ethics and Public Trust (COE) Reports, Findings and/or Enforcement Documentation for Proposer and Subcontractor(s):

SPD submitted a request to OIG on February 6, 2025. A response was received on February 10, 2025. The information was disseminated to the Competitive Selection Committee on March 26, 2025.

SPD submitted a request to COE on February 6, 2025. A response was received on February 18, 2025. The information was disseminated to the Competitive Selection Committee on March 26, 2025.

Selection Process: The Architectural and Engineering professional services solicitation process is a two-tiered selection process; First Tier is the evaluation of team members assigned to the project, firms' past experience of similar projects, firms' project staffing availability, and firms performance data. The Second Tier is the evaluation of the shortlisted firms' qualifications of professional personnel and team members assigned to the project, knowledge of project scope and project approach, and proposer's project management methodology, as demonstrated through requested additional information and/or an oral presentation from firms.

Note: The Competitive Selection Committee may waive the Second Tier selection process by a majority vote and base their selection on the results of the First Tier ranking only.

First Tier Results: The First Tier meeting was held on May 2, 2025. The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers, and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. The Competitive Selection Committee scored all responsive proposals. Please refer to the attached First Tier Tabulation Sheet.

The CSC, elected by majority vote, to invite all four (4) evaluated proposers to advance to the Second Tier phase.

Second Tier Results: The Second Tier meeting was held on May 16, 2025. Highest ranked Kimley-Horn & Associates Inc, was recommended for negotiations by the CSC. Please refer to the attached Second Tier Tabulation Sheet.

Special Circumstances: The CSC's submittal of Neutrality Affidavits and Resumes for three members resulted in a delay of 4 days; and the First Tier Meeting was delayed 8 days to allow a proposer to regain an expired technical category certification. The technical category certification was approved on April 23, 2025 during the Technical Certification Committee meeting.

Administrative Leave Eligibility: The following County employees served as scoring members of the Committee and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Selection Committee Coordinator's notification dated February 6, 2025; initial scoring within 30 days of Selection Committee Coordinator's completion of required reviews; and final scoring at any additional meetings required within 15 days of initial scoring meeting, and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order (I.O.) No. 3-34:

Employee's Name	Employee's Department
Joe Cornely	PROS
Maria Debye Saxinger	PROS
Kierre Hodges	MDAD
Malka Rodriguez	MDPLS

The fifth CSC member did not qualify for administrative leave, as the Neutrality Affidavit was submitted after the timeframe.

Request for Selection of Negotiation Team: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County and I.O. 3-39, the Strategic Procurement Department hereby requests the County Mayor or County Mayors' designee approve the following Negotiation Team:

Ana M. DaSilva, A&E Consultant Selection Coordinator, SPD, will be the Negotiation Team Coordinator.

Negotiation Team:

Joe Cornely, Assistant Director, Parks, Recreation and Open Spaces Department (PROS)
Humberto Cabanas, PROS Capital Programs Director, PROS
Joaquin Fardales, Chief, Design & Development, PROS
Hugo Velasquez, Senior Registered Architect, PROS
Carolina Castrillon, Construction Manager 3, PROS
Alissa Turtletaub, PROS Land Acquisition & Property Asset Manager, PROS
Alexandra Ochoa, Construction Manager 2, PROS

Technical and operational assistance and feedback will be requested from appropriate staff as needed during the negotiation process.

Request for Authorization to Enter Negotiations: Pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, it is hereby requested that the County Mayor or County Mayor's designee approve the selection of the following firm for the purpose of negotiating one (1) non-exclusive Professional Services Agreement for this solicitation, in accordance with the Competitive Selection Committee's recommendation:

RANKING OF SHORTLISTED FIRMS

Kimley-Horn & Associates Inc

Final Ranking – 1

Total Adjusted Ordinal Score – 6

Total Adjusted Qualitative Points – 382

The following firms will serve as alternates:

Stantec Consulting Services Inc

Final Ranking – 2

Total Adjusted Ordinal Score – 9

Total Adjusted Qualitative Points – 362

Miller Legg & Associates Inc

Final Ranking – 3

Total Adjusted Ordinal Score – 10

Total Adjusted Qualitative Points – 368

Local Office Landscape and Urban Design LLC

Final Ranking – 4

Total Adjusted Ordinal Score – 11

Total Adjusted Qualitative Points – 344

Pursuant to the Cone of Silence legislation included in the Conflict of Interest and Code of Ethics Ordinance, and Section 2-11.1 of the County Code, the County Mayor or County Mayor's designee will report to the Board of County Commissioners any of the following instances:

- When negotiations do not commence, or other affirmative action is not taken, within 30 days of the Competitive Selection Committee's recommendation.
- When the County Mayor's or County Mayor's designee's recommendation to award or reject is not made within 90 days from the date of the Competitive Selection Committee's recommendation.

If approved, the Negotiation Team will proceed with contract negotiations in accordance with Section 2-10.4(6) of the Code of Miami-Dade County, and submit the signed contract to be presented to the Board of County Commissioners for final approval, no later than 60 days from the date of this memorandum.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared explaining all issues resulting from the negotiations. If negotiations are proceeding within a reasonable timeframe, then negotiations will continue and the report will be submitted upon completion. The final contract and report should be sent to the Strategic Procurement Department, Architectural and Engineering Unit.

Approved:

Namita Uppal
Director and Chief Procurement Officer

Date

Attachments:

1. List of Respondents
 2. SBE Compliance Review
 3. First Tier Tabulation Sheet
 4. Second Tier Tabulation Sheet
- c: Competitive Selection Committee
Clerk of the Board of County Commissioners



MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: Professional Services for The Ludlam Trail Development

Project No.: A23PR03

Measures: 10.00% SBE - A/E

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 01/28/2025

Team No.: 1

Prime Local Preference: No

Prime Name: U S SOUTH ENGINEERING & TESTING LAB INC

FEIN No.: 592769503

Trade Name:

Team No.: 2

Prime Local Preference: Yes

Prime Name: STANTEC CONSULTING SERVICES INC

FEIN No.: 112167170

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. GSLA DESIGN INC.		650410637
b. Compeling Solutions, Inc.		270752366
c. LONGITUDE SURVEYORS LLC		364551726
d. MIAMI ENVIRONMENTAL & CIVIL ENGINEERING, LLC		474656633
e. HR ENGINEERING SERVICES INC		650849633
f. EAC CONSULTING INC		650519739
g. CHA Consulting Inc		160966259
h. C H PEREZ & ASSOCIATES CONSULTING ENGINEERS INC		550866252
i. MEDIA RELATIONS GROUP LLC		200118620

Team No.: 3

Prime Local Preference: No

Prime Name: JAMES CORNER FIELD OPERATIONS, LLC

FEIN No.: 200246128

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. NOVA CONSULTING INC		650577672
b. A.M.I. Engineering, LLC		871210583
c. KITTELSON & ASSOCIATES INC		930964447
d. TLC ENGINEERING SOLUTIONS INC		591228645
e. BELLO & BELLO LAND SURVEYING CORP		134219102
f. GEOSOL INC		650997886
g. TROPICA, PLLC		853291527
h. ASSURANCE CONSULTING ENGINEERS, LLC		851456743
i. GLOBAL CONSTRUCTION ESTIMATING CORP.		273130045
j. HORTON LEES BROGDEN LIGHTING DESIGN INC		132671278
k. PORTRAIT DESIGN LLC		850644563
l. MEDIA RELATIONS GROUP LLC		200118620
m. OLSSON INC		470781766
n. Energy Cost Solutions Group LLC		271078274
o. TREESOURCES, LLC		850536204



MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: Professional Services for The Ludlam Trail Development

Project No.: A23PR03

Measures: 10.00% SBE - A/E

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 01/28/2025

Team No.: 4

Prime Local Preference: Yes

Prime Name: MILLER LEGG & ASSOCIATES INC

FEIN No.: 650563467

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. R J BEHAR & COMPANY INC		650954070
b. CHA Consulting Inc		160966259
c. HSQ GROUP LLC		202052928
d. MARLIN ENGINEERING INC		650279601
e. F R ALEMAN & ASSOCIATES INC		592751524
f. PACIFICA ENGINEERING SERVICES, LLC		822566399
g. T Y LIN INTERNATIONAL		941598707
h. SGM ENGINEERING INC		593101052
i. PERKINS & WILL ARCHITECTS INC		362679146
j. Socotec Consulting, Inc.		474054993
k. THE IMAGE NETWORK INC	DOVER KOHL & PARTNERS	561577628
l. MEDIA RELATIONS GROUP LLC		200118620
m. CRANSTON LLC		581020808
n. THE BOSCH GROUP INC		650965283

Team No.: 5

Prime Local Preference: No

Prime Name: Local Office Landscape And Urban Design LLC

FEIN No.: 205603405

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. WSP USA INC		111531569
b. NOVA CONSULTING INC		650577672
c. OLIN HYDROGRAPHIC SOLUTIONS INC		201024243
d. HELLMUTH OBATA & KASSABAUM INC		431723985
e. 2 PLUS ARCHITECTS INC		464058491
f. GCES ENGINEERING SERVICES LLC		461012695
g. BISCAYNE BAY WATERKEEPER, INC.	MIAMI WATERKEEPER	273627697
h. HR&A ADVISORS, INC.		208767681
i. EGG GEO LLC		824518460
j. LOVE THE EVERGLADES MOVEMENT INC		821263274
k. GCAM2		832326844



MIAMI DADE COUNTY
STRATEGIC PROCUREMENT DEPARTMENT

LIST OF RESPONDENTS

Project Name: Professional Services for The Ludlam Trail Development

Project No.: A23PR03

Measures: 10.00% SBE - A/E

No. of Agreements: 1

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 01/28/2025

Team No.: 6

Prime Local Preference: Yes

Prime Name: KIMLEY-HORN & ASSOCIATES INC

FEIN No.: 560885615

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. CHOICE ENGINEERING CONSULTANTS, INC.		473395906
b. CHROME ENGINEERING, INC.		832073014
c. GEOSOL INC		650997886
d. GLOBAL CONSTRUCTION ESTIMATING CORP.		273130045
e. Green Dade, Inc.		872642433
f. INTEGRA ENVIRONMENTAL AND WATER SERVICES INC		844152649
g. MANUEL G VERA AND ASSOCIATES INC		591741639
h. WOLFBERG ALVAREZ & PARTNERS INC		591713092
i. ETM ASSOCIATES LLC		223780903
j. INFINITE SOURCE COMMUNICATIONS GROUP LLC		270403430
k. JANUS RESEARCH INC		591913512
l. O'BRIEN LIGHTING, INC.		010644635

Team No.: 7

Prime Local Preference: No

Prime Name: Sasaki Associates, Inc.

FEIN No.: 042230445

Trade Name:

Sub-Consultants Name	Trade Name	Subs FEIN No.
a. CURTIS & ROGERS DESIGN STUDIO INC		650294753
b. BCC ENGINEERING LLC		650540100
c. BISCAYNE ENGINEERING COMPANY INC		590165220
d. GURRI MATUTE PA		651038126
e. GEOSOL INC		650997886
f. NOVA CONSULTING INC		650577672
g. Green Dade, Inc.		872642433
h. GLOBAL CONSTRUCTION ESTIMATING CORP.		273130045

DATE: February 28, 2025

Memorandum



TO: Namita Uppal, Director,
Strategic Procurement Department

FROM: Gary Hartfield, Director
The Office of Small Business Development

SUBJECT: Compliance Review
Project No. A23PR03
Professional Services for Ludlam Trail Development

The Office of Small Business Development (SBD) has completed its review of the subject project for compliance with the Small Business Enterprise Program for Architectural and Engineering Services (SBE-A&E). The contract measure established for this project is a 10% SBE-A&E sub-consultant goal measure.

The Strategic Procurement Department (SPD) submitted proposals that included the Certificate of Assurance for the firm(s) listed below acknowledging the 10% SBE-A&E measure. Each referenced firm also submitted a Utilization Plan (UP) identifying the SBE sub-consultants to fulfill the 10% SBE-A&E measure via the Business Management Workforce System (BMWS). Please find the results of SBD's compliance review below:

STATUS:

- | | |
|---|-----------|
| 1. Kimley-Horn and Associates, Inc. | Compliant |
| 2. Local Office Landscape & Urban Design, LLC | Compliant |
| 3. Miller Legg & Associates, Inc. | Compliant |
| 4. Stantec Consulting Services Inc. | Compliant |

SUMMARY:

Kimley-Horn and Associates, Inc., (#1), a non-certified, SBE-A&E firm, committed to utilize the following certified, SBE-A&E firms: Choice Engineering Consultants Inc., to perform Technical Certification (TC) categories 1.01 (Transportation Planning - Urban Area and Regional Transportation Planning), 3.02B (Highway Systems - Minor Highway Design), 3.04 (Highway Systems - Traffic Engineering Studies), 3.09 (Highway Systems - Signing, Pavement Marking and Channelization), 3.11 (Highway Systems - Signalization), and 16.00 (General Civil Engineering) at 3.00%; Chrome Engineering, Inc., to perform TC categories 3.03 (Highway Systems - Bridge Design), 11.00 (General Structural Engineering), 16.00 (General Civil Engineering), and 17.00 (Engineering Construction Management) at 2.50%; Geosol, Inc., to perform TC categories 9.01 (Soils, Foundations and Materials Testing - Drilling, Subsurface Investigations and Seismographic Services) and 9.02 (Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services) at 5.00%; Global Construction Estimating Corp., to perform TC category 17.00 (Engineering Construction Management) at 3.50%; Green Dade, Inc., to perform TC categories 3.11 (Highway Systems - Signalization), 13.00 (General Electrical Engineering), and 17.00 (Engineering Construction Management) at 2.50%; Integra Environmental And Water Services Inc., to perform TC category 10.07 (Environmental Engineering - Remedial Action Plan Implementation/Operation/Maintenance) at 3.50% and Wolfberg Alvarez and Partners to perform TC categories 6.01 (Water and Sanitary Sewer Systems - Water Distribution and Sanitary Sewage Collection and Transmission), 10.01 (Environmental Engineering - Stormwater Drainage Design Engineering Services), 12.00 (General Mechanical Engineering), 13.00 (General Electrical Engineering), 14.00 (Architecture), 18.00 (Architectural Construction Management), and 22.00 (ADA Title II Consultant) at 2.00% in satisfaction of the 10% SBE-A&E measure. The Utilization Plan (UP) was submitted by Kimley-Horn and Associates, Inc., and confirmed to achieve the 10% SBE-A&E measure. Kimley-Horn and Associates, Inc., is in compliance with the 10% SBE-A&E measure.

Local Office Landscape & Urban Design LLC (#2), a non-certified SBE-A&E firm, committed to utilize the following certified, SBE-A&E firms: 2 Plus Architects Inc., to perform TC category 22.00 (ADA Title II Consultant) at 2.00%; GCES Engineering Services, LLC to perform TC category 9.01 (Soils, Foundations and Materials Testing - Drilling, Subsurface Investigations and Seismographic Services) at 1.50%; Olin Hydrographic Solutions Inc., to perform TC categories 15.01 (Surveying and Mapping - Land Surveying), 15.03 (Surveying and Mapping - Underground Utility Location), and 15.04 (Surveying and Mapping - Hydrographic Surveys) at 8.00% in satisfaction of the 10% SBE-A&E measure. The Utilization Plan (UP) was submitted by Local Office Landscape & Urban Design, LLC and confirmed to achieve the 10% SBE-A&E measure. Local Office Landscape & Urban Design, LLC is in compliance with the 10% SBE-A&E measure.

Miller Legg & Associates, Inc., (#3), a non-certified SBE-A&E firm, committed to utilize the following certified, SBE-A&E firms: F.R. Aleman & Associates, Inc., to perform TC categories 15.01 (Surveying and Mapping - Land Surveying), 15.03 (Surveying and Mapping - Underground Utility Location) and 15.04 (Surveying and Mapping - Hydrographic Surveys) at 3.66%; Pacifica Engineering Services, LLC to perform TC categories: 9.01 (Soils, Foundations and Materials Testing - Drilling, Subsurface Investigations and Seismographic Services) and 9.02 (Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services) at 0.85% and R.J. Behar & Company, Inc., to perform TC categories 1.01 (Transportation Planning - Urban Area and Regional Transportation Planning), 3.01 (Highway Systems - Site Development and Parking Lot Design), 3.02B (Highway Systems - Minor Highway Design), 3.03 (Highway Systems - Bridge Design), 3.04 (Highway Systems - Traffic Engineering Studies), 3.09 (Highway Systems - Signing, Pavement Marking and Channelization), 3.11 (Highway Systems - Signalization), 6.01 (Water and Sanitary Sewer Systems - Water Distribution and Sanitary Sewage Collection and Transmission), 11.00 (General Structural Engineering), 16.00 (General Civil Engineering), and 17.00 (Engineering Construction Management) at 8.78% in satisfaction of the 10% SBE-A&E measure. The Utilization Plan (UP) was submitted by Miller Legg & Associates, Inc., and confirmed to achieve the 10% SBE-A&E measure. Miller Legg & Associates, Inc., is in compliance with the 10% SBE-A&E measure.

Stantec Consulting Services, Inc., (#4), a non-certified SBE-A&E firm, committed to utilize the following certified, SBE-A&E firms: C.H. Perez & Associates Consulting Engineers, Inc. to perform TC 3.04 (Highway Systems - Traffic Engineering Studies) at 0.20%; GSLA Design, Inc., to perform TC 20.00 (Landscape Architecture) at 8.00%; HR Engineering Services, Inc., to perform TC's 9.01 (Soils, Foundations and Materials Testing - Drilling, Subsurface Investigations and Seismographic Services) and 9.02 (Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services) at 3.00%; Longitude Surveyors, LLC to perform TC's 15.01 (Surveying and Mapping - Land Surveying), 15.03 (Surveying and Mapping - Underground Utility Location) and 15.04 (Surveying and Mapping - Hydrographic Surveys) at 4.80% and Miami Environmental & Civil Engineering, LLC to perform TC 10.05 (Environmental Engineering - Contamination Assessment and Monitoring) at 3.50% in satisfaction of the 10% SBE-A&E measure. The Utilization Plan (UP) was submitted by Stantec Consulting Services Inc. and confirmed to achieve the 10% SBE-A&E measure. Stantec Consulting Services, Inc., is in compliance with the 10% SBE-A&E measure.

SBD verified that none of the referenced firms has an open violation on the February 28, 2025, Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations.

Please be reminded that SBD's review is specific to the SBE-A&E Program. The Strategic Procurement Department is responsible for any other issue(s) that may exist during the selection process.

Should you have any questions or need any additional information, please do not hesitate to contact Darrell Belgrave, Capital Improvement Project Specialist at darrell.belgrave@miamidade.gov or (305) 375-3151.

C: Laurie Johnson, SBD
Ana M. DaSilva, SPD

FIRST TIER MEETING					COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK				
May 2, 2025					Joe Cornely (PROS)	Maria Debye Saxinger (PROS)	Kierre Hodges (MDAD)	Malika Rodriguez (MDPLS)	Ryan Fisher (DTPW)									
MIAMI-DADE PARKS, RECREATION AND OPEN SPACES DEPARTMENT (PROS)																		
PROFESSIONAL SERVICES FOR THE LUDLAM TRAIL DEVELOPMENT																		
TABULATION SHEET SPD PROJECT NO. A23PR03																		
NAME OF FIRM(S)																		
1	U S SOUTH ENGINEERING & TESTING LAB INC (ELIMINATED)																	
2	STANTEC CONSULTING SERVICES INC																	
CRITERIA EVALUATED BY CSC																		
1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)										38	37	36	29	39	179			
2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)										27	26	28	21	29	131			
3A - Past Performance for the Firms (Min. 1 / Max. 15 points)										13	14	12	10	14	63			
4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)										5	5	4	3	5	22			
CRITERIA ASSIGNED BY SPD STAFF																		
5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)										1	1	1	1	1	5			
6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)										4	4	4	4	4	20			
7A - Local Preference (5 points)										5	5	5	5	5	25			
8A - Local Certified Veteran Business Enterprise Preference (5 points)										0	0	0	0	0	0			
										93	92	90	73	97		445		
Ordinal Scores										2	2	1	3	1				
Dropped Highest Ordinal Score													3			6	2	2
Dropped Lowest Qualitative Score													73					
Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A															372			
3	JAMES CORNER FIELD OPERATIONS, LLC (ELIMINATED)																	
4	MILLER LEGG & ASSOCIATES INC																	
CRITERIA EVALUATED BY CSC																		
1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)										37	36	27	36	38	174			
2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)										26	26	21	27	27	127			
3A - Past Performance for the Firms (Min. 1 / Max. 15 points)										12	14	8	13	12	59			
4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)										5	5	3	4	4	21			
CRITERIA ASSIGNED BY SPD STAFF																		
5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)										1	1	1	1	1	5			
6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)										1	1	1	1	1	5			
7A - Local Preference (5 points)										5	5	5	5	5	25			
8A - Local Certified Veteran Business Enterprise Preference (5 points)										0	0	0	0	0	0			
										87	88	66	87	88		416		
Ordinal Scores										4	3	2	2	3				
Dropped Highest Ordinal Score										4						10	3	3
Dropped Lowest Qualitative Score												66						
Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A															350			
5	LOCAL OFFICE LANDSCAPE AND URBAN DESIGN LLC																	
CRITERIA EVALUATED BY CSC																		
1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)										37	34	18	28	32	149			
2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)										26	25	14	21	22	108			
3A - Past Performance for the Firms (Min. 1 / Max. 15 points)										12	13	4	10	10	49			
4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)										5	5	2	3	4	19			
CRITERIA ASSIGNED BY SPD STAFF																		
5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)										4	4	4	4	4	20			
6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)										5	5	5	5	5	25			
7A - Local Preference (5 points)										0	0	0	0	0	0			
8A - Local Certified Veteran Business Enterprise Preference (5 points)										0	0	0	0	0	0			
										89	86	47	71	77		370		
Ordinal Scores										3	4	3	4	4				
Dropped Highest Ordinal Score													4			14	4	4
Dropped Lowest Qualitative Score												47						
Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A															323			
6	KIMLEY-HORN & ASSOCIATES INC																	
CRITERIA EVALUATED BY CSC																		
1A - Qualification of the Team Members Assigned to the Project (Min. 1 / Max. 40 points)										39	39	9	38	38	163			
2A - Past Experience of Similar Projects (Min. 1 / Max. 30 points)										28	29	14	25	28	124			
3A - Past Performance for the Firms (Min. 1 / Max. 15 points)										14	15	4	14	11	58			
4A - Firm's Project Staffing Availability, and Ability to Meet Time and Budget (Min. 1 / Max. 5 points)										5	5	2	3	5	20			
CRITERIA ASSIGNED BY SPD STAFF																		
5A - Amount of Work Awarded and Paid by The County (Min. 1 / Max. 5 points)										3	3	3	3	3	15			
6A - Use of Locally Headquartered Businesses (Min. 0 / Max. 5 points)										1	1	1	1	1	5			
7A - Local Preference (5 points)										5	5	5	5	5	25			
8A - Local Certified Veteran Business Enterprise Preference (5 points)										0	0	0	0	0	0			
										95	97	38	89	91		410		
Ordinal Scores										1	1	4	1	2				
Dropped Highest Ordinal Score												4				5	1	1
Dropped Lowest Qualitative Score												38						
Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A															372			
7	SASAKI ASSOCIATES, INC. (ELIMINATED)																	

Ana M. DaSilva, A/E Coordinator

SECOND TIER MEETING May 16, 2025 MIAMI-DADE PARKS, RECREATION AND OPEN SPACES DEPARTMENT (PROS) PROFESSIONAL SERVICES FOR THE LUDLAM TRAIL DEVELOPMENT						COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	TOTAL & ADJ. QUALITATIVE SCORE	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK	
						Joe Cornely (PROS)	Maria Debye Saxinger (PROS)	Kierre Hodges (MDAD)	Malka Rodriguez (MDPLS)	Ryan Fisher (DTPW)						
TABULATION SHEET SPD PROJECT NO. A23PR03																
1	LOCAL OFFICE LANDSCAPE AND URBAN DESIGN LLC															
	CRITERIA EVALUATED BY CSC															
	1B - Qualifications of Professional Personnel and Team Members Assigned to the Project (Min. 1 / Max. 40 points)						36	37	32	32	35	172				
	2B - Knowledge of Project Scope and Project Approach (Min. 1 / Max. 40 points)						33	36	32	31	34	166				
	3B - Proposer's Project Management Methodology (Min. 1 / Max. 15 points)						12	14	12	10	11	59				
	CRITERIA ASSIGNED BY SPD STAFF															
	4B - Use of Locally Headquartered Businesses (LHB) (Min. 0 / Max. 5 points)						5	5	5	5	5	25				
	5B - Local Preference (5 points)						0	0	0	0	0	0				
	6B - Local Certified Veteran Business Enterprise Preference (5 points)						0	0	0	0	0	0				
							86	92	81	78	85		422			
	Ordinal Scores						4	2	1	4	4					
	Dropped Highest Ordinal Score						4							11	4	4
	Dropped Lowest Qualitative Score									78			344			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1B,2B,3B															
2	MILLER LEGG & ASSOCIATES INC															
	CRITERIA EVALUATED BY CSC															
	1B - Qualifications of Professional Personnel and Team Members Assigned to the Project (Min. 1 / Max. 40 points)						36	35	20	38	36	165				
	2B - Knowledge of Project Scope and Project Approach (Min. 1 / Max. 40 points)						35	35	20	39	38	167				
	3B - Proposer's Project Management Methodology (Min. 1 / Max. 15 points)						13	12	8	15	12	60				
	CRITERIA ASSIGNED BY SPD STAFF															
	4B - Use of Locally Headquartered Businesses (LHB) (Min. 0 / Max. 5 points)						1	1	1	1	1	5				
	5B - Local Preference (5 points)						5	5	5	5	5	25				
	6B - Local Certified Veteran Business Enterprise Preference (5 points)						0	0	0	0	0	0				
							90	88	54	98	92		422			
	Ordinal Scores						3	3	4	1	3					
	Dropped Highest Ordinal Score								4					10	3	3
	Dropped Lowest Qualitative Score								54				368			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1B,2B,3B															
3	STANTEC CONSULTING SERVICES INC															
	CRITERIA EVALUATED BY CSC															
	1B - Qualifications of Professional Personnel and Team Members Assigned to the Project (Min. 1 / Max. 40 points)						35	32	24	34	37	162				
	2B - Knowledge of Project Scope and Project Approach (Min. 1 / Max. 40 points)						34	30	24	35	39	162				
	3B - Proposer's Project Management Methodology (Min. 1 / Max. 15 points)						13	10	8	13	14	58				
	CRITERIA ASSIGNED BY SPD STAFF															
	4B - Use of Locally Headquartered Businesses (LHB) (Min. 0 / Max. 5 points)						4	4	4	4	4	20				
	5B - Local Preference (5 points)						5	5	5	5	5	25				
	6B - Local Certified Veteran Business Enterprise Preference (5 points)						0	0	0	0	0	0				
							91	81	65	91	99		427			
	Ordinal Scores						2	4	3	3	1					
	Dropped Highest Ordinal Score							4						9	2	2
	Dropped Lowest Qualitative Score								65				362			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1B,2B,3B															
4	KIMLEY-HORN & ASSOCIATES INC															
	CRITERIA EVALUATED BY CSC															
	1B - Qualifications of Professional Personnel and Team Members Assigned to the Project (Min. 1 / Max. 40 points)						37	39	30	36	36	178				
	2B - Knowledge of Project Scope and Project Approach (Min. 1 / Max. 40 points)						36	39	30	37	39	181				
	3B - Proposer's Project Management Methodology (Min. 1 / Max. 15 points)						15	15	10	14	15	69				
	CRITERIA ASSIGNED BY SPD STAFF															
	4B - Use of Locally Headquartered Businesses (LHB) (Min. 0 / Max. 5 points)						1	1	1	1	1	5				
	5B - Local Preference (5 points)						5	5	5	5	5	25				
	6B - Local Certified Veteran Business Enterprise Preference (5 points)						0	0	0	0	0	0				
							94	99	76	93	96		458			
	Ordinal Scores						1	1	2	2	2					
	Dropped Highest Ordinal Score								2					6	1	1
	Dropped Lowest Qualitative Score								76				382			
	Tie-Breaker (Total Adj. Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1B,2B,3B															

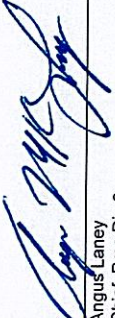
Ana M. DaSilva, A/E Coordinator

Attachment F

Funding Spreadsheet

LUDLAM TRAIL
GENERAL
DEVELOPMENT
CONSULTANT/DESIGN PHASE
PROJ
403502-16-001
AWARDED TO
KIMLEY-HORN AND ASSOCIATE, INC.

CONSULTANT-REQ TO ADV	PROGRAM	INFORMS CHARTFIELDS	INFORMS CHARTFIELDS	INFORMS CHARTFIELDS	WO#	\$ AMOUNT	WO#	\$ AMOUNT	WO#
BASE CONTRACT	FUND CODE:	939080	939080	939080	232964	\$ 3,144,714.66	233070	\$ 1,533,563.00	295505
CONTINGENCY	GRANT	C1052	C1053	C1053	232965	\$ 384,303.21	233071		
DEDICATED ALLOWANCE	DEPT ID:	NO-GRANT	NO-GRANT	NO-GRANT	232966	\$ 45,535.71	233072		
DESIGN PHASE REIMBURSABLE	PROJECT:	PRCP010000	PRCP010000	PRCP010000	232967	\$ 68,303.57	233073		
TOTAL	ACTIVITY:	CPR0000071141	CPR0000071141	CPR0000071141					
	RESOURCE TYPE:	012001	012001	012001					
	FUNDING	N/A	N/A	N/A					
		MIF-D	MIF-E	MIF-E					
	TOTAL DISTRIBUTION								
	\$	\$ 8,439,603.00	\$ 3,761,325.34	\$ 3,144,714.66					
	\$	\$ 843,960.00	\$ 459,556.79	\$ 384,303.21					
	\$	\$ 100,000.00	\$ 54,464.29	\$ 45,535.71					
	\$	\$ 150,000.00	\$ 81,696.43	\$ 68,303.57					
	\$	\$ 9,533,563.00	\$ 4,357,142.86	\$ 3,842,857.15					


Angus Laney
Chief, Pros Div 3

3/3/26
Date

R2



Parks, Recreation and Open Spaces Department

Work Order by ERP Dept. ID & Location

FULL REPORT

Date Run: 6/10/25
12:52:32 PM

Index Code or Dept ID: PRCP010000

Location: LUDLAM TRAIL

ERP Dept.ID Fund Grant Project Activity Source Type	District Fund	WO Number	Class	WO Type WO Status	MRC TRADE	Project GOB Project Site	Description	Budget	Expenses	Balance	End Date Index Type
CI001 NO-GRANT CPR000000071141 012001	IF	232964	SOFT	Capital Cap Restricted	CAP-PROG CONSULTANT	403502-16-001 01-D6	GENERAL DEVELOPMENT - CONSULTANT BASE/DESIGN PHASE (KIMLEY-HORN & ASSOC)	2,528,103.92	0	2,528,103.92	ALL
CI002 NO-GRANT CPR000000071141 012001	IF	232971	SOFT	Capital Cap Restricted	CAP-PROG CONSULTANT	403502-16-001 02-D6	GENERAL DEVELOPMENT - CONSULTANT BASE/DESIGN PHASE (KIMLEY-HORN & ASSOC)	1,233,221.42	0	1,233,221.42	ALL
CI001 NO-GRANT CPR000000071141 012001	IF	233070	SOFT	Capital Cap Restricted	CAP-PROG CONSULTANT	403502-16-001 01-D7	GENERAL DEVELOPMENT - CONSULTANT BASE/DESIGN PHASE (KIMLEY-HORN & ASSOC)	3,144,714.66	0	3,144,714.66	ALL
CB058 NO-GRANT CPR000000071141 012001	SOB 20C	295505	SOFT	Capital Cap Restricted	CAP-PROG CONSULTANT	403502-16-001 CB058	GENERAL DEVELOPMENT - CONSULTANT BASE/DESIGN PHASE (KIMLEY-HORN & ASSOC)	1,533,563	0	1,533,563	ALL
CI001 NO-GRANT CPR000000071141 012001	IF	232965	SOFT	Capital Cap Restricted	CAP-PROG CONSULTANT	403502-16-001 01-D6	GENERAL DEVELOPMENT - CONSULTANT CONTINGENCY/DESIGN PHASE (KIMLEY- HORN & ASSOC)	308,949.64	0	308,949.64	ALL
CI002 NO-GRANT CPR000000071141 012001	IF	232972	SOFT	Capital Cap Restricted	CAP-PROG CONSULTANT	403502-16-001 02-D6	GENERAL DEVELOPMENT - CONSULTANT CONTINGENCY/DESIGN PHASE (KIMLEY- HORN & ASSOC)	150,707.15	0	150,707.15	ALL
CI001 NO-GRANT	IF	233071	SOFT	Capital Cap	CAP-PROG CONSULTANT	403502-16-001 01-D7	GENERAL DEVELOPMENT - CONSULTANT CONTINGENCY/DESIGN PHASE (KIMLEY- HORN & ASSOC)	384,303.21	0	384,303.21	ALL

MDC089



Parks, Recreation and Open Spaces Department

Work Order by ERP Dept. ID & Location

FULL REPORT

Date Run: 6/10/25
12:52:32 PM

ERP Dept.ID Fund Grant Project Activity Source Type	District Fund	WO Number	Class	WO Type WO Status	MRC TRADE	Project GOB Project Site	Description	Budget	Expenses	Balance	End Date Index Type
CPR000000071141 012001				Restricted			HORN & ASSOC)				
CI002 NO-GRANT CPR000000071141 012001	IF	232973	SOFT	Capital Cap Restricted	CAP-PROG CONSULTANT	403502-16-001 02-D6	GENERAL DEVELOPMENT - CONSULTANT DEDICATED ALLOW/DESIGN PH (KIMLEY-HORN & ASSOC)	17,857.14	0	17,857.14	ALL
CI001 NO-GRANT CPR000000071141 012001	IF	232966	SOFT	Capital Cap Restricted	CAP-PROG CONSULTANT	403502-16-001 01-D6	GENERAL DEVELOPMENT - CONSULTANT DEDICATED ALLOW/DESIGN PH(KIMLEY- HORN & ASSOC)	36,607.15	0	36,607.15	ALL
CI001 NO-GRANT CPR000000071141 012001	IF	233073	SOFT	Capital Cap Restricted	CAP-PROG CONSULTANT	403502-16-001 01-D7	GENERAL DEVELOPMENT - CONSULTANT REIMBURSABLE / DESIGN PH (KIMLEY- HORN & ASSOC)	68,303.57	0	68,303.57	ALL
CI001 NO-GRANT CPR000000071141 012001	IF	232967	SOFT	Capital Cap Restricted	CAP-PROG CONSULTANT	403502-16-001 01-D6	GENERAL DEVELOPMENT - CONSULTANT REIMBURSABLE / DESIGN PH(KIMLEY- HORN & ASSOC)	54,910.7	0	54,910.7	ALL
CI002 NO-GRANT CPR000000071141 012001	IF	232974	SOFT	Capital Cap Restricted	CAP-PROG CONSULTANT	403502-16-001 02-D6	GENERAL DEVELOPMENT - CONSULTANT REIMBURSABLE/DESIGN PH (KIMLEY- HORN & ASSOC)	26,785.73	0	26,785.73	ALL
CI001 NO-GRANT CPR000000071141 012001	IF	233072	SOFT	Capital Cap Restricted	CAP-PROG CONSULTANT	403502-16-001 01-D7	GENERAL DEVELOPMENT-CONSULTANT DEDICATED ALLOW/DESIGN PH (KIMLEY-HORN & ASSOC)	45,535.71	0	45,535.71	ALL
Total WOs by Location: LUDLAM TRAIL								9,533,563	0	9,533,563	
Total WOs by Dept. ID or Index Code: PRC010000								9,533,563	0	9,533,563	

Memorandum



Date:
To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
From: Christina White, Director
Parks, Recreation and Open Spaces Department
Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be processed for agenda placement on the July 21, 2026 Board of County Commissioners meeting:

RESOLUTION APPROVING CONTRACT AWARD OF PROFESSIONAL SERVICES AGREEMENT TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE LUDLAM TRAIL DEVELOPMENT PROJECT FOR THE PARKS, RECREATION AND OPEN SPACES DEPARTMENT, CONTRACT NO. 403502-16-001, PROJECT NO. A23PR03, IN AN AMOUNT NOT TO EXCEED \$9,533,563.00, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$843,960.00, AND A TERM OF 1,825 CALENDAR DAYS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, TO APPROVE THE CONTINGENCY EXPENDITURE LIMITED TO 10 PERCENT OF THE BASE CONTRACT AMOUNT, AND TO EXERCISE ALL PROVISIONS CONTAINED IN THE AGREEMENT

Although this item did not meet the established agenda deadline and has been submitted to the Agenda Coordination Office after the noticed deadline, it is critical that the Ludlam Trail Corridor Design be completed as soon as possible to ensure project timelines remain on track.

Therefore, please process the item notwithstanding that the 3-day or 4-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.

A handwritten signature in black ink that reads "Roy Coley".

Approved by Mayor or Mayor's Designee

Roy Coley

Print Name

A handwritten signature in black ink that reads "Demetria Henderson".

Approved by Legislative Director or Designee

Demetria Henderson

Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator

MDC091



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) 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. 14(A)(3)
7-21-26

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT AWARD OF PROFESSIONAL SERVICES AGREEMENT TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE LUDLAM TRAIL DEVELOPMENT PROJECT FOR THE PARKS, RECREATION AND OPEN SPACES DEPARTMENT, CONTRACT NO. 403502-16-001, PROJECT NO. A23PR03, IN AN AMOUNT NOT TO EXCEED \$9,533,563.00, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$843,960.00, AND A TERM OF 1,825 CALENDAR DAYS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, TO APPROVE THE CONTINGENCY EXPENDITURE LIMITED TO 10 PERCENT OF THE BASE CONTRACT AMOUNT, AND TO EXERCISE ALL PROVISIONS CONTAINED IN THE AGREEMENT

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 contract award of a professional services agreement, Contract No. 403502-16-001, Project No. A23PR03, to Kimley-Horn and Associates, Inc. in an amount not to exceed \$9,533,563.00, inclusive of a contingency allowance of \$843,960.00, for a term of 1,825 calendar days for the Ludlam Trail Development Project for the Parks, Recreation and Open Spaces Department, in substantially the form attached hereto as Attachment A to the County Mayor's Memorandum. The Board also authorizes the County Mayor or County Mayor's designee to execute the professional services agreement, Contract No. 403502-16-001, Project No. A23PR03, to approve the

contingency expenditure limited to 10 percent of the base contract amount, and to exercise all provisions contained in the agreement, including but not limited to the renewal, termination, and other provisions contained therein, and in accordance with section 2-8.3 of the County Code.

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

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Brianna E. Donet