Arpeggio
1947 Aspen Drive, NE
Atlanta, Georgia 30345
(404) 277-6528 (DIRECT)
(404) 417-0100 (Main)
JEhnert@ArpeggioLLC.com

March 1, 2023

Mr. Rogelio A. Madan, AICP
Development and Resiliency Officer
Miami Beach Planning Department
1700 Convention Center Drive
Miami Beach, Florida 33139

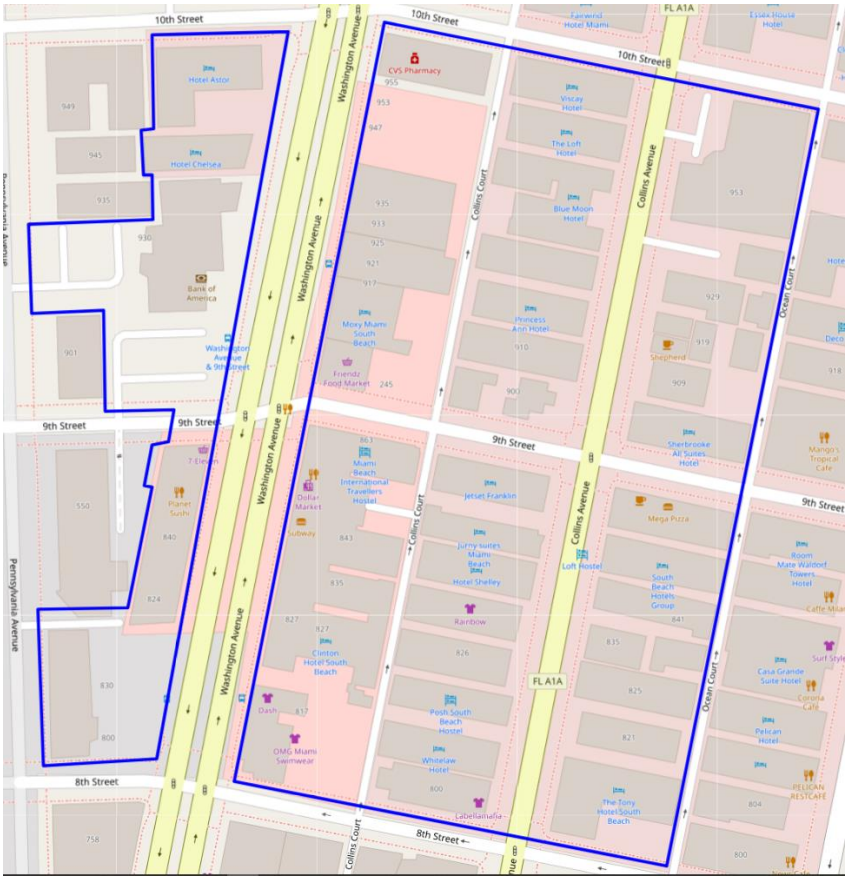
Re: City of Miami Beach Noise Pilot Program

Dear Mr. Madan:

Arpeggio offers consulting services to the Miami Beach Planning Department (Client/you) as outlined herein on the above referenced Project.

1. Description of Project scope:

   We shall provide acoustic consulting services related to a noise pilot program for the City of Miami Beach with the intent to assess current sound levels within a specific area of the city (shown below) to evaluate the feasibility of a potential quantitative (i.e., decibel-based) noise ordinance.



2. Description of services included in our fee:

Noise Pilot Program-Base

2.1 We shall attend up to four virtual meetings with city representatives and other stakeholders to discuss the framework of our study, coordinate logistics, and discuss our findings.

2.2 A member of Arpeggio will conduct an initial visit to Miami Beach to identify potential locations for deployment of stationary sound level meters. It is presumed that a number of these may be installed at elevated locations on utility poles. Our visit is intended to identify such locations so that permission can be secured and logistics can be coordinated before actual deployment.

2.3 We shall visit Miami Beach to perform a site noise survey within the geographic limits shown above to establish typical sound levels. Our survey will be 30 days/nights in length and will include the deployment of stationary, unattended logging sound level meters at predetermined locations. Up to three Arpeggio representatives will be on site for three days to install the meters and roam throughout the area performing measurements and identifying and manually logging the prominent sources. Up to three Arpeggio representatives will return after 30 days to retrieve the meters. All equipment will be time-synchronized to allow for correlation of data between the sites.

2.4 Using sound level data collected on site, we will develop noise heat maps of the area utilizing the commercial SoundPLAN program. Our modeling will incorporate topography and buildings and will generate color-coded contours keyed to sound levels (in A-weighted or C-weighted decibels, as appropriate) measured on site.

2.5 We shall prepare a report summarizing our findings. Our report shall include maps and photographs, SoundPLAN heat maps, graphs, and tables to fully describe the sonic environment over the course of our survey. Our report shall also include our general comments with respect to noise ordinance development.

Noise Pilot Program-Survey Attendance Option

2.6 Arpeggio representatives shall attend the survey for one or more four-day periods to roam the area and perform measurements, identifying and manually logging prominent sources.

Business Owner Opt-In Option

2.7 Optionally, we will perform venue inside-to-outside sound transmission characterizations for venues that you have recruited. The measurements shall entail using the venue's house sound system and typical music program to generate sound interior to the venue. We will perform measurements at reference positions inside and outside of the venue. We will process the measurements to determine an average interior level, with appropriate spectral considerations, that will reliably yield an exterior level at or below a target level. It is understood that this exercise would take place during our survey visit.

2.8 We shall develop recommendations for sound level meters the City can procure to distribute to interested local business owners to monitor sound emissions from their own facilities and will provide instructions on the chosen equipment's operation.

3. Description of services not included in our fee but available for additional compensation:

3.1 Drafting of a proposed or revised noise ordinance.

3.2 Changes in the scope of the Project with regards to schedule, size, or complexity.

3.3 IT/telecom, physical security, or audiovisual system design services.

3.4 Additional trips beyond those outlined herein for the purpose of attending meetings or visiting the Project site or any locations other than the Project site.

3.5 Services to investigate existing conditions beyond those outlined herein.

3.6 Verification of information furnished by the Client, their consultants, or other interested third parties acting at the direction of the Client.

3.7 Cost estimating except as described herein.

4. Description of Client's responsibilities:

4.1 You shall provide us complete information and documentation necessary to support our activities on this Project including established criteria, constraints, and special requirements influencing our work.

4.2 You shall secure permission for us to be on any public or private property for purposes of performing our site noise survey and shall provide assistance and equipment necessary to install stationary sound monitoring equipment.

4.3 You shall consult with us on matters concerning proposed changes which may affect our work as early as feasible.

5. Description of compensation:

5.1 For services described herein, you agree to pay as follows:

5.1.1 For services related to the *Noise Pilot Program-Base*, as described in Sections 2.1 through 2.5, we shall be paid $110,300, which includes expenses.

5.1.2 For services related to the *Noise Pilot Program-Survey Attendance Option*, as described in Section 2.6, we shall be paid $18,200 per visit, which includes expenses.

5.1.3 For services related to the *Business Owner Opt-In Option*, as described in Sections 2.7 through 2.8, we shall be paid $2,200 per venue, which includes expenses.

5.1.4 Additional services shall be billed on an hourly basis plus expenses.

5.2 Hourly rates shall be billed on the following basis:

Principal	$200
Principal – Litigation*	$450
Project Consultant	$140
Designer	$110
Senior Technician	$ 75
Technician	$ 50

* Activities directly related to litigation, including deposition or trial preparation, expert witness testimony, response to subpoenas, etc.

5.3 You shall reimburse us for costs plus 10% for expenses related to additional services. These expenses include, but are not limited to: transportation; subsistence and out-of-pocket expenses incurred during travel; drawing and document reproduction; shipping charges; expended materials for field and laboratory investigations; and rental equipment. At our discretion, we may rent non-commercial air transportation, with associated chargeable cost basis not to exceed regular business class air transportation. Company or personal cars: applicable IRS vehicle mileage rate.

5.4 The fee excludes applicable sales taxes, if any.

5.5 In the event of termination of this Project or this Agreement, we shall be paid for all work performed and expenses incurred as of the date of termination.

5.6 Payment for all services and expenses described in this Agreement shall be made on a basis commensurate with the progress of the Project and as invoiced by us. Payment in full is due within 35 days of the invoice date. Invoices which are unpaid after 35 days from the invoice date are subject to a late payment charge of 1.5% per month plus related attorney's fees and collection expenses. A fee of 3% of the invoice total shall be applied if paying with credit card.

5.7 Travel time is charged at the applicable hourly rate as stated in Section 5.2.

5.8 The Client is responsible, after notification, for payment of time charges, attorney's fees and other expenses resulting from a required response to subpoenas or court orders issued by any party in conjunction with Client related work. Charges are based on billing rates in effect at the time of our response.

5.9 Billing rates may be increased annually. Client will be notified in writing 30 days in advance of any increase in billing rates.

5.10 Payment of our fee is not contingent upon payment to you by another party.

6. Description of miscellaneous provisions:

6.1 We currently maintain the limits of insurance listed below. The cost of additional coverage requested by the Client, if any, will be borne by the Client.

Commercial Liability	$2,000,000 per occurrence/ $4,000,000 aggregate
Automobile Liability	$2,000,000 combined single limit each accident
Umbrella Liability	$2,000,000 per occurrence/ $2,000,000 aggregate
Professional Liability	$2,000,000 per claim/ $2,000,000 aggregate
Workers' Compensation/ Employers' Liability	$1,000,000 each accident/ $1,000,000 policy limit

6.2 We shall exercise the degree of skill and care expected by generally accepted professional standards. No warranties, expressed or implied, are made with respect to our performance, unless agreed to in writing. We are not a guarantor of the project to which our services are directed, and our responsibility is limited to work performed for the Client. Sealing of documents, such as with a Professional Engineering seal, is excluded.

6.3 We shall not be responsible for the acts, omissions, or performance of the Client, other consultants, contractors, or other persons involved in this Project or for construction means, methods, techniques, sequences, or procedures and thus make no claims pertaining to the performance of the final construction or product.

6.4 The Client hereby agrees that the total of our liability (including without limitation, by reason of negligence, warranty and strict liability) arising out of or in connection with services shall not exceed the fees actually paid for services. This limitation of liability shall continue in full force and effect during, as well as after, the completion or termination of our employment for services. Neither party shall have any duty to defend the other party.

6.5 The Client further agrees to fully indemnify and hold harmless us and our employees for any and all claims, losses, costs, attorney's fees, expenses, awards, actions, judgments or other liabilities of whatever type, including any negligence of ours arising out of or in connection with our employment for and performance of services.

6.6 In no event shall we be liable (including without limitation, by reason of negligence, warranty and strict liability) for any special, indirect or consequential damages, including without limitation, loss of profits or revenue, loss of full or partial use of any equipment or facility, cost of capital, loss of goodwill, claims of customers or creditors, or similar damages.

6.7 The Client shall allow Arpeggio to reference this work, including project name/description, photos/renderings, construction cost, Owner name, and Client name, for marketing purposes.

6.8 The Client shall not transfer, subject, or assign the rights under or interest in this Agreement (including but not limited to payments that are due or that may be due) to any other party without the prior written consent of Arpeggio.

6.9 We may reasonably rely upon information supplied by the Client, its contractors, or its consultants, or information available from generally accepted reputable sources, without independent verification.

6.10 We retain ownership of all intellectual property which we produced as part of this Project including without limitation letters, reports, drawings, specifications, test data, software and notes. These documents or parts thereof may not be reproduced in advertisements, brochures, sales material, or publicly posted in written or electronic format including Internet websites or online data hosting or "cloud storage" services, nor used by the Client in any other project or for any purpose other than the purpose for which they were prepared, nor by third parties, without our written permission. Conclusions by us that are based on test results are limited to the specific conditions for which the tests were performed.

6.11 Field work shall be performed only under conditions deemed safe by us. Charges may be made for safety or security measures required by hazardous job conditions.

6.12 Should either party fail substantially to perform in accordance with this Agreement, the other party may terminate this Agreement upon not less than seven days' written notice. Regardless of fault, we shall be paid in accordance with this Agreement and commensurate with the progress of the Project. We shall have no liability for delay or damage caused by such termination or suspension of services.

6.13 This Agreement is valid only if signed and returned within 60 days of the date hereof.

6.14 This proposal and all language herein are the intellectual property of Arpeggio and shall not be shared with any third party without the written consent of Arpeggio.

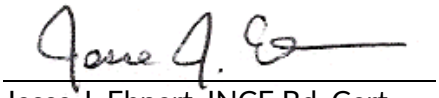
6.15 This Agreement shall be governed by Georgia law and the proper venue for any litigation regarding this Agreement shall be the Superior Court of DeKalb County, Georgia.

7. Severability:

7.1 The provisions of this Agreement shall apply to the full extent permitted by law. If any provision of this Agreement shall be held or deemed to be or shall in fact be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions contained herein or render the same invalid, inoperative or unenforceable to any extent whatsoever.

We appreciate the opportunity to perform these services for you. If you find the above to your satisfaction, please execute this proposal below and return a copy to us. This document will then form the basis of our Agreement.

Sincerely,

Arpeggio	Miami Beach Planning Department
	
Jesse J. Ehnert, INCE Bd. Cert. Principal	Accepted by
Date: March 1, 2023	Date: