

AGREEMENT BETWEEN

CITY OF MIAMI BEACH

AND

RIBBECK ENGINEERING, INC.

FOR

**ENGINEERING DESIGN SERVICES FOR THE INDIAN CREEK DRIVE/STATE ROAD (SR)
A1A, 26 STREET TO 41 STREET - FLOODING MITIGATION PROJECT**

RESOLUTION NO. 2016-29456

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This Agreement made and entered into this 26th day of July, 2016 (Effective Date), by and between the CITY OF MIAMI BEACH, a municipal corporation existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, (hereinafter referred to as City), and **Ribbeck Engineering Inc**, a Florida corporation having its principal office at 14335 SW 120 St. #205, Miami, Florida 33186 (hereinafter referred to as Consultant).

WITNESSETH:

WHEREAS, the City intends to undertake a project within the City of Miami Beach, which is more particularly described in the Scope of Services attached as **Schedule "A"** hereto, and wishes to engage the Consultant to provide specific professional services including, without limitation, engineering services for the Project, at the agreed fees set forth in this Agreement; and

WHEREAS, the Consultant desires to contract with the City for performance of the aforestated professional services relative to the Project, as hereinafter set forth; and

NOW THEREFORE, City and Consultant, in consideration of the mutual covenants and agreement herein contained, agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Definitions.** The definitions included in this Section are not exhaustive of all definitions used in this Agreement. Additional terms may be defined in other Contract Documents. The following terms shall have the meanings specified herein unless otherwise stated herein:

ADDITIONAL SERVICES: "Additional Services" shall mean those services, in addition to the Basic Services in this Agreement, as described in Article 5 and the Consultant Service Order, which the Consultant shall perform, at the City's option, and which must be duly authorized, in writing, by the City Manager or his authorized designee, prior to commencement of same.

APPLICABLE LAWS: “Applicable Laws” means all laws, statutes, codes (including, but not limited to, building codes), ordinances, rules, regulations, lawful orders and decrees of governmental authorities having jurisdiction over the Project, the Project Site or the Parties.

BASE BID: “Base Bid” shall mean the elements contained in the Construction Documents recommended by the Consultant (and approved by the City) as being within the Construction Cost Budget. “Base Bid” shall not include additive alternates or deductive alternates.

BASIC SERVICES: “Basic Services” shall include those services which Consultant shall perform in accordance with the terms of the Agreement, as described in Article 2 and the Scope of Services set forth in Schedule A hereto. Any Services not specifically enumerated as Additional Services (as defined herein) shall also be considered Basic Services.

CITY (OR OWNER): The “City” shall mean the City of Miami Beach, a Florida municipal corporation having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139. In all respects hereunder, City’s obligations and performance is pursuant to City’s position as the owner of the Project acting in its proprietary capacity. In the event City exercises its regulatory authority as a governmental body including, but not limited to, its regulatory authority for code inspections and issuance of Building Department permits, Public Works Department permits, or other applicable permits within its jurisdiction, the exercise of such regulatory authority and the enforcement of any Applicable Laws shall be deemed to have occurred pursuant to City’s regulatory authority as a governmental body and shall not be attributable in any manner to City as a Party to this Agreement.

CITY COMMISSION: “City Commission” shall mean the governing and legislative body of the City.

CITY MANAGER: The “City Manager” shall mean the chief administrative officer of the City. The City Manager shall also be construed to include any duly authorized representatives designated by the City Manager in writing, including the Project Administrator, with respect to any specific matter(s) concerning the Services and/or this Agreement (exclusive of those authorizations reserved to the City Commission under this Agreement, or to regulatory or administrative bodies having jurisdiction over the Project).

CONSTRUCTION COST BUDGET: The “Construction Cost Budget” shall mean the amount budgeted and established by the City to provide for the cost of construction of the Work for the Project (“Construction Cost”), as set forth in Schedule D.

CONSTRUCTION DOCUMENTS: “Construction Documents” shall mean the final (100% completed) plans, technical specifications, drawings, schematics, documents, and diagrams prepared by the Design/Builder pursuant to this Agreement, setting forth in detail the requirements for the construction of the Project. The Construction Documents shall set forth in full all details necessary to complete the construction of the Project in accordance with the Contract Documents. Construction Documents shall not be part of the Contract Documents, until (a) the Design/Builder has submitted completed Construction Documents to the City and (b) they have been reviewed and approved by the City and any agencies having jurisdiction in accordance with the procedures as otherwise provided by the Contract Documents. However, approval by the City shall not in any way be construed, interpreted and/or deemed to constitute a waiver or excuse Design/Builder’s obligations to ensure the Construction Documents are constructible, in compliance with all Applicable Laws and in accordance with the Contract Documents.

CONSULTANT: The named entity on page 1 of this Agreement, the “Consultant” shall mean the qualified and properly professionally licensed design professional in the State of Florida and as otherwise required by any entities, agencies, boards, governmental authorities and/or any other professional organizations with jurisdiction governing the professional practice area for which the design professional has been engaged by City and who will perform (or cause to be performed through Subconsultants acceptable to the City) all architectural, design and engineering services required under this Agreement and/or Consultant Service Order. Consultant will serve as the “Design Criteria Professional” for the Project, and as such, shall be responsible for performing, or causing to be performed, all Services in connection with the preparation of the Design Criteria Package for the Project. When the term “Consultant” is used in this Agreement it shall also be deemed to include any officers, employees, or agents of Consultants, and any other person or entity acting under the supervision, direction, or control of Consultant to provide any architectural, design, engineering or similar professional services with respect to the Project (“Subconsultants”). The Consultant shall not be replaced by any other entity, except as otherwise permitted in this Agreement. Further, any Subconsultant that may perform services on behalf of the Consultant shall be a qualified and properly professionally licensed design professional in the State of Florida and as otherwise required by any entities, agencies, boards, governmental authorities and/or any other professional organizations with jurisdiction governing the professional practice area for which the Subconsultant has been engaged by Consultant to perform professional design services in connection with the Project. The following Subconsultants are hereby approved by the City Manager for the Project:

BOLTON PEREZ & ASSOCIATES, INC

CONSULTANT SERVICE ORDER: Consultant Service Order shall mean any work order issued by the City to Consultant (in substantial form as in Schedule A-1 attached hereto), that specifically describes and delineates the particular Additional Services which may be required of Consultant that is the subject of such Consultant Service Order, and which may include studies or study activity, and/or professional services as defined in Section 287.055 of the Florida Statutes.

CONTRACT AMENDMENT: “Contract Amendment” shall mean a written modification to the Agreement approved by the City (as specified below) and executed between City and Consultant, covering changes, additions, or reductions in the terms of this Agreement including, without limitation, authorizing a change in the Project, or the method and manner of performance thereof, or an adjustment in the fee and/or completion dates.

Contract Amendments shall be approved by the City Commission if they exceed fifty thousand dollars (\$50,000.00). Even for Contract Amendments of fifty thousand dollars (\$50,000.00) or less (or other such threshold contract amount as may be specified by the City of Miami Beach Procurement Ordinance), the City Manager reserves the right to seek and obtain concurrence of the City Commission for approval of any such Contract Amendment.

CONTRACT DOCUMENTS: “Contract Documents” shall mean this Agreement (together with all exhibits, addenda, Consultant Service Orders and written amendments issued thereto), and all Design Documents and Construction Documents. The Contract Documents shall also include, without limitation (together with all exhibits, addenda, and written amendments issued thereto), the Invitation to Bid (ITB), instructions to bidders, bid form, bid bond, Design Criteria Package (if any), the Contract for Construction, surety payment and performance bonds, Conditions of the Contract for Construction (General, Supplementary, and other Conditions),

Divisions 0-17 specifications, an approved Change Order(s), approved Construction Change Directive(s), and/or approved written order(s) for a minor change in the Work.

CONTRACT FOR CONSTRUCTION: “Contract for Construction” shall mean the legally binding agreement between City and Design/Builder for performance of the Work covered in the Contract Documents, including, without limitation, a general Design/Builder, construction manager, design-builder or any other duly licensed construction Design/Builder selected pursuant to any other procurement methodology available under Florida law.

DESIGN/BUILDER: “Design/Builder” shall mean the individual or individuals, firm, company, corporation, joint venture, or other entity contracting with City pursuant to Florida Statute 287.055, to complete the design for the Project as the architect/engineer of record and construct the Project pursuant to the Contract Documents.

DESIGN CRITERIA PACKAGE or DCP: “Design Criteria Package” means concise, performance-oriented drawings or specifications of a design-build Project, prepared for the purpose of furnishing sufficient information to permit design-build firms to prepare a bid or a response to a City request for proposal, or to permit the City to enter into a negotiated design-build contract, pursuant to Florida Statute 287.055. The Design Criteria Package must specify performance-based criteria for the design-build Project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the Project.

DESIGN DOCUMENTS: “Design Documents” means all plans, drawings specifications, schematics and all other documents which set forth in full the design of the Project and fix and describe in detail the size, configuration and character of the Project concerning all items of the Project necessary for the final preparation of the 100% completed, permitted Construction Documents in accordance with the requirements of the Contract Documents including, without limitation, all architectural and engineering elements as may be appropriate. Design Documents shall not be part of the Contract Documents, until (a) the Design/Builder has submitted completed Design Documents to the City and (b) they have been reviewed and approved by the City and agencies having jurisdiction in accordance with the procedures as provided by the Contract Documents. However, approval by the City shall not in any way be construed, interpreted and/or deemed to constitute a waiver or excuse Design/Builder’s obligations to ensure the Design Documents are constructible, in compliance with all Applicable Laws and in accordance with the Contract Documents.

FORCE MAJEURE: “Force Majeure” shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as a hurricane, tornado, flood, loss caused by fire and other similar unavoidable casualties; or other causes beyond the City’s or Consultant’s control that are not due to any act, omission or negligence of either City or Consultant and, which have, or may be reasonably expected to have, a material adverse effect on the Project, or on the rights and obligations of City or Consultant under this Agreement and which, by the exercise of due diligence, such parties shall not have been able to avoid; provided, however, that inclement weather (except as noted above), the acts or omissions of Subconsultants, the Design/Builder and its sub-Design/Builders, market conditions, labor conditions, construction industry price trends, and similar matters which normally impact on the construction process shall not be considered a Force Majeure.

If the Consultant is delayed in performing any obligation under this Agreement due to a Force Majeure, the Consultant shall request a time extension from the Project Administrator within five (5) business days of said Force Majeure. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Consultant for extra compensation, unless Additional Services are required and approved pursuant to Article 5 hereof.

PROJECT: The “Project” shall mean that certain City capital project described in the Scope of Services set forth in Schedule A hereto.

Project Cost: The “Project Cost”, shall mean the estimated total cost of the Project, as prepared and established by the City, including the estimated Construction Cost and Soft Costs. The Project Cost may, from time to time, be revised or adjusted by the City, in its sole discretion, to accommodate approved modifications or changes to the Project or scope of work.

Project Scope: The “Project Scope” shall mean the description of the Project, as described in Schedule A hereto.

PROJECT ADMINISTRATOR: The “Project Administrator” shall mean the individual designated by the City Manager who shall be the City’s authorized representative to issue directives and notices on behalf of the City with respect to all matters concerning the Services of this Agreement (exclusive of those authorizations reserved to the City Manager or City Commission under this Agreement, or to regulatory or administrative bodies having jurisdiction over the Project).

PROPOSAL DOCUMENTS: “Proposal Documents” shall mean the RFQ, together with all amendments or addenda thereto (if any), which is incorporated by reference to this Agreement and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the Agreement shall prevail. Consultant’s proposal in response to the RFQ is included for reference purposes only and shall not be incorporated as part of this Agreement, except with respect to Consultant’s representations regarding the qualifications and experience of Consultant and its key personnel, its commitment to provide the key personnel listed therein, and its capability to perform and deliver the Services in accordance with this Agreement and consistent with the all representations made therein.

SCHEDULES: “Schedules” shall mean the various schedules attached to this Agreement and referred to as follows:

Schedule A – Scope of Services

Schedule A-1 - Consultant Service Order

Schedule B – Consultant Compensation

Schedule C – Hourly Billing Rate Schedule

Schedule D – Construction Cost Budget

Schedule E – Project Schedule

SCOPE OF SERVICES: “Scope of Services” shall include the Project Scope, Basic Services, and any Additional Services (as approved by the City), all as described in Schedule “A” hereto.

SERVICES: “Services” shall mean all services, work, and actions by the Consultant performed pursuant to or undertaken under this Agreement.

SOFT COSTS: “Soft Costs” shall mean costs related to the Project other than Construction Cost including, without limitation, Consultant’s Basic Services, Additional Services, surveys, testing, general consultant, financing, permitting fees and other similar costs, as determined by the City, that are not considered as direct costs for the construction of the Project.

STATEMENT OF PROBABLE CONSTRUCTION COST: The “Statement of Probable Construction Cost” shall mean the detailed estimate prepared by Design/Builder in Construction Standard Index (CSI) format or other format approved by the Project Administrator, which includes the Design/Builder’s estimated total construction cost to the City of the Work for the Project (as established in the Contract Documents, as they may be amended from time to time). The Statement of Probable Construction Cost shall be in sufficient detail to identify the costs of each element of the Project and include a breakdown of the fees, general conditions and construction contingency for the Project. Costs shall be adjusted to the projected bid date to take into account anticipated price escalation.

WORK: “Work” shall mean all labor, materials, equipment, supplies, tools, machinery, utilities, fabrication, transportation, insurance, bonds, permits and conditions thereof, building code changes and government approvals, licenses, tests, quality assurance and/or quality control inspections and related certifications, surveys, studies, and other items, work and services that are necessary or appropriate for the total construction, installation, and functioning of the Project, together with all additional, collateral and incidental items, and work and services required for delivery of a completed, fully functional and functioning Project as set forth in the Contract Documents.

ARTICLE 2. BASIC SERVICES

2.1 The Consultant shall provide Basic Services for the Project, as more particularly described in Schedule A.

2.2 The Services will be commenced by the Consultant upon receipt of a written notice to proceed with any of the specific tasks identified in Schedule A (“Task”) signed by the City Manager or the Project Administrator (“Notice to Proceed”). Consultant shall countersign the Notice to Proceed upon receipt and return the signed copy to the City. **A separate Notice to Proceed issued by the Project Administrator shall be required prior to commencement of each task (as same are set forth in Schedule “A” hereto).** Consultant shall have no entitlement to perform (or be compensated for) the Services corresponding with any task under this Agreement, unless such task is authorized by a Notice to Proceed.

2.3 As it relates to the Services and the Project, Consultant warrants and represents to the City that it is knowledgeable of and shall comply with all Applicable Laws. The Consultant agrees to comply with all Applicable Laws, whether now in effect or as may be amended or adopted from time to time, and shall further take into account all known pending changes to the foregoing of which it should reasonably be aware.

2.4 The Consultant warrants and represents to the City that all of the Services required under this Agreement shall be performed in accordance with the standard of care normally exercised in the design of comparable projects in South Florida. Consultant warrants and represents to the City that it is experienced, fully qualified, and properly licensed (pursuant to Applicable Laws) to perform the Services. Consultant warrants and represents to the City that it

is responsible for the technical accuracy of the Services (including, without limitation, the DCP contemplated in Schedule "A" hereto). Consultant further warrants and represents that the DCP shall constitute a representation by Consultant to City that the Project, if the design is further developed and constructed as contemplated by the DCP, will be fully functional, suitable and sufficient for its intended purposes.

2.5 The Consultant's Basic Services may consist of various tasks, including planning, design, bidding/award, studies, construction administration, and Additional Services (as may be approved), all as further described in the Scope of Services. As part of the Basic Services, Consultant shall review any value engineering proposals submitted by the Design/Builder, and shall provide recommendations regarding the Construction Documents prepared by the Design/Builder to ensure, among other things, that the Construction Documents are consistent with the DCP. Consultant shall also, as part of the Basic Services, evaluate and provide the City with recommendations concerning Design/Builder's progress with Project construction consistent with the DCP.

2.6 **RESPONSIBILITY FOR CLAIMS AND LIABILITIES:** No action or omission by City shall waive or excuse Consultant's obligations under the Agreement and/or other Contract Documents and that Consultant shall remain fully liable for all work and Services performed by Consultant including, without limitation, any design errors or omissions. Written decisions and/or approvals issued by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant (or any Subconsultants), for the accuracy and competency of the DCP or other Services provided by Consultant, nor shall any City approval and/or decisions be deemed to be an assumption of such responsibility by the City for a defect, error or omission in the DCP or other Services provided by Consultant. Moreover, neither the City's inspection, review, approval or acceptance of, nor payment for, any Services required under the Agreement shall be construed to relieve the Consultant (or any Subconsultant) of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the City's rights under the Agreement, or of any cause of action arising out of the performance of the Agreement. The Consultant shall be and remain liable to the City in accordance with Applicable Laws for all damages to City caused by any failure of the Consultant or to comply with the terms and conditions of the Agreement or by the Consultant's misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement.

2.7 **TIME:** It is understood that time is of the essence in the completion of the Project and, in this respect, the parties agree as follows:

2.7.1 **Term:** The term of this Agreement shall commence upon execution by the City and Consultant, which shall be the Effective Date referred to on page 1 hereof, and shall be in effect until all Services are completed or all Services authorized under Notices to Proceed are completed and accepted, whichever is later. Notwithstanding the preceding Term, Consultant shall adhere to any and all timelines and/or deadlines, as set forth in the Scope of Services, including the time for completion of the work and/or services for the Project.

2.7.2 The Consultant shall perform the Services as expeditiously as is consistent with the standard of professional skill and care required by this Agreement, and the orderly progress of the Work.

2.7.3 Recognizing that the construction of other projects within the City may affect scheduling of the construction for the Project, the Consultant shall diligently coordinate

performance of the Services with the City (through the Project Administrator) in order to provide for the safe, expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work by others. The Consultant shall coordinate the Services with all of its Subconsultants, as well as other consultants, including, without limitation, City provided consultants (if any).

2.7.4 The Services shall be performed in a manner that shall conform to the Scope of Services. The Consultant may submit requests for an adjustment to the completion time for the Scope of Services, if made necessary because of undue delays resulting from untimely review taken by the City (or authorities having jurisdiction over the Project) to approve the Consultant's submissions, or any other portion of the Services requiring approval by the City (or other governmental authorities having jurisdiction over the Project). Consultant shall immediately provide the Project Administrator with written notice stating the reason for the particular delay; the requested adjustment (i.e. extension) to the Project Schedule; and a revised anticipated schedule of completion. Upon receipt and review of Consultant's request (and such other documentation as the Project Administrator may require), the Project Administrator may grant a reasonable extension of time for completion of the particular work involved, and authorize that the appropriate adjustment be made to the Project Schedule. The Project Administrator's approval (if granted) shall be in writing.

2.8 Consultant shall use its best efforts to maintain a constructive, professional, cooperative working relationship with the Project Administrator, Design/Builder, and any and all other individuals and/or firms that have been contracted, or otherwise retained, to perform work on the Project.

2.9 The Consultant shall perform its duties under this Agreement in a competent, timely and professional manner, and shall be responsible to the City for any failure in its performance, except to the extent that acts or omissions by the City make such performance impossible.

2.10 The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Services required under the Agreement any Consultant Service Orders (including the services performed by Subconsultants), within the specified time period and specified cost. The Consultant shall perform the Services utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting with respect to the disciplines required for the performance of such Services in the State of Florida. The Consultant is responsible for, and shall represent to City that the Services conform to the City's requirements, the Contract Documents and all Applicable Laws. The Consultant shall be and remain liable to the City for all damages to the City caused by the Consultant's deficient Services, breaches of this Agreement, or negligent acts, errors or omissions in the performance of the Services, which damages may include the costs incurred by the City with respect to replacement or repair of any defective or non-conforming construction Work until (i) twelve (12) months following final acceptance of the Work, or (ii) the applicable statute of limitations period, whichever is later. In addition to all other rights and remedies which the City may have, the Consultant shall, at its expense, re-perform all or any portion of the Services to correct any deficiencies which result from the Consultant's failure to perform in accordance with the above standards. The Project Administrator shall notify the Consultant, in writing, of any deficiencies and shall approve the method and timing of the corrections.

2.10.1 The Consultant shall be responsible for deficient, defective Services and any resulting deficient, defective construction work re-performed within twelve (12) months

following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of initial re-performance, not to exceed twenty-four months (24) from final acceptance.

2.11 The City shall have the right, at any time, in its sole and absolute discretion, to submit for review to other consultants (engaged by the City at its expense) any or all parts of the Services and the Consultant shall fully cooperate in such review(s). Whenever others are required to verify, review, or consider any Services performed by Consultant (including, without limitation, Design/Builder, other design professionals, and/or other consultants retained by the City), the intent of such requirement is to enable the Consultant to receive input from others' professional expertise to identify any discrepancies, errors or omissions that are inconsistent with industry standards for design or construction of comparable projects; or which are inconsistent with Applicable Laws; or which are inconsistent with standards, decisions or approvals provided by the City under this Agreement. Consultant will use reasonable care and skill, in accordance and consistent with customary professional standards, in responding to items identified by other reviewers in accordance with this subsection. Consultant shall receive comments from reviewers, in writing, including, without limitation (and where applicable), via a set of marked-up drawings and specifications. Consultant shall address comments forwarded to it in a timely manner. The term "timely" shall be defined to mean as soon as possible under the circumstances, taking into account the timelines of the Project schedule.

2.11.1 The Consultant is advised that a performance evaluation of the Services rendered throughout this Agreement will be completed by the City and kept in the City's files for evaluation of future solicitations.

2.12 Consultant agrees that when any portion of the Services relates to a professional service which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice and/or perform such Service(s), it shall employ and/or retain only qualified duly licensed certified personnel to provide same.

2.13 Consultant agrees to designate, in writing, within five (5) calendar days after receiving a signed Notice to Proceed, a qualified licensed professional to serve as its project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of the Services. Consultant's Project Manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or the Project Administrator. Replacement (including reassignment) of an approved Project Manager shall not be made without the prior written approval of the City Manager or his designee (i.e. the Project Administrator).

2.13.1 Consultant agrees, within fourteen (14) calendar days of receipt of written notice from the City Manager or the Project Administrator (which notice shall state the cause therefore), to promptly remove and replace a Project Manager, or any other personnel employed or otherwise retained by Consultant for the Project (including, without limitation, any Subconsultants).

2.14 Consultant agrees not to divulge, furnish or make available to any third party(ies), any non-public information concerning the Services or the Project, without the prior written consent of the City Manager or the Project Administrator, unless such disclosure is incident to the proper performance of the Services; or the disclosure is required pursuant to Florida Public Records laws; or, in the course of judicial proceedings, where such information has been properly

subpoenaed. Consultant shall also require Subconsultants to comply with this subsection.

2.15 The City and Consultant acknowledge that the Services, as described in the Agreement and any Consultant Service Orders, do not delineate every detail and minor work task required to be performed by Consultant to complete the work and/or services described and delineated under Schedule A and any Consultant Service Orders issued to Consultant by the City. If, during the course of performing work, services and/or tasks, Consultant determines that work and/or services should be performed which is, in the Consultant's reasonable opinion, outside the level of effort originally anticipated, then Consultant shall promptly notify the Project Administrator, in writing, and shall obtain the Project Administrator's written consent before proceeding with such work and/or services. If Consultant proceeds with any such additional work and/or services without obtaining the prior written consent of the Project Administrator, said work and/or services shall be deemed to be a Basic Service under this Agreement and shall also be deemed to be within the scope of services delineated in Schedule A (whether or not specifically addressed in the Scope of Services). Mere notice by Consultant to the Project Administrator shall not constitute authorization or approval by the City to perform such work. Performance of any such work and/or services by Consultant without the prior written consent of the Project Administrator shall be undertaken at Consultant's sole risk and liability.

2.16 Consultant shall establish, maintain, and categorize any and all Project documents and records pertinent to the Services and shall provide the City, upon request, with copies of any and all such documents and/or records. In addition, Consultant shall provide electronic document files to the City upon completion of the Project.

2.17 THE CITY HAS NO OBLIGATION TO ASSIST, FACILITATE AND/OR PERFORM IN ANY WAY THE CONSULTANT'S OBLIGATIONS UNDER THE AGREEMENT OR OTHER CONTRACT DOCUMENTS. THE CITY'S PARTICIPATION, FACILITATION AND/OR ASSISTANCE TO THE CONSULTANT SHALL BE AT ITS SOLE DISCRETION AND SHALL NOT, IN ANY WAY, BE CONSTRUED, INTERPRETED AND/OR CONSTITUTE AN ASSUMPTION BY THE CITY OF CONSULTANT'S OBLIGATIONS, A WAIVER OF CONSULTANT'S OBLIGATIONS AND/OR EXCUSE ANY BREACH BY CONSULTANT OF ITS OBLIGATIONS UNDER THE CONTRACT DOCUMENTS. THE PARTICIPATION IN THE PERFORMANCE OF ANY OF CONSULTANT'S OBLIGATIONS SHALL NOT PRECLUDE THE CITY FROM DECLARING CONSULTANT IN DEFAULT FOR CONSULTANT'S FAILURE TO PERFORM SUCH OBLIGATION, NOR SHALL IT LIMIT, IN ANY WAY, THE CITY'S RIGHTS AND REMEDIES IN CONNECTION THEREWITH. THE CONSULTANT EXPRESSLY ACKNOWLEDGES AND AGREES NOT TO RAISE OR ASSERT AS DEFENSE TO ANY CLAIM, ACTION, SUIT AND/OR OTHER PROCEEDING OF A SIMILAR NATURE, THE CITY'S PARTICIPATION, ASSISTANCE AND/OR FACILITATION IN THE PERFORMANCE OF CONSULTANT'S OBLIGATIONS. INCLUDING, WITHOUT LIMITATION, ASSISTING WITH OBTAINING PERMITS OR WITH COORDINATION WITH UTILITIES, OR OTHER MATTERS RELATED TO THE PROJECT. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION AND/OR ANY OTHER PROVISION OF THIS AGREEMENT OR OTHER CONTRACT DOCUMENTS, THIS SECTION SHALL GOVERN.

2.18 **GREEN BUILDING STANDARDS:** The Consultant shall comply with the requirements of Section 255.2575, Florida Statutes, and Chapter 100 of the City Code, as both may be amended from time to time, addressing applicable Leadership in Energy and Environmental Design (LEED) compliance requirements.

2.19 **SUBCONSULTANTS:** All services provided by Subconsultants shall be consistent with those commitments made by the Consultant in its Proposal and during the competitive solicitation selection process and interview. Such services shall be undertaken and performed pursuant to appropriate written agreements between the Consultant and the Subconsultants, which shall contain provisions that preserve and protect the rights of the City under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the City and the Subconsultants.

The Consultant shall not retain, add, or replace any Subconsultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. The Consultant shall cause the names of Subconsultants responsible for significant portions of the Services to be inserted on the plans and specifications.

The Consultant shall be ultimately responsible for ensuring the Consultant's and all of its Subconsultants' compliance with the requirements of this Section and any other provision of the Agreement and/or Consultant Service Order. With respect to the performance of work by Subconsultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of the Subconsultant's work.

The Consultant shall, upon the request of the City, submit to the City such documentation and information as the City reasonably requests to evidence the creation, standing, ownership and professional licensure of the Consultant (and Subconsultants), including organizational documents, operating agreements and professional licensure documentation, and copies of the Consultant's contracts with the Subconsultant with respect to the Project. However, the City's failure to request such documentation or evidence and/or failure to enforce in any way the terms and provisions of this Section, the Agreement and/or any other Consultant Service Order during the Project does not excuse, waive and/or condone in any way any noncompliance of the requirements set forth therein including, without limitation, the professional licensure requirements. Any approval of a Subconsultant by the City shall in no way shift from the Consultant to City the responsibility for the quality and acceptability of the services performed by the Subconsultant. Payment of Subconsultants shall be the sole responsibility of the Consultant, and shall not be cause for any increase in compensation to the Consultant for payment of the Services.

ARTICLE 3. THE CITY'S RESPONSIBILITIES

3.1 The City Manager shall designate a Project Administrator, who shall be the City's authorized representative to act on City's behalf with respect to the City's responsibilities or matters requiring City's approval under the Contract Documents. The Project Administrator shall be authorized (without limitation) to transmit instructions, receive information, and interpret and define City policies and decisions with respect to the Services and the Project. The Project Administrator shall have full authority to require the Consultant to comply with the Contract Documents, provided, however, that any failure of the Project Administrator to identify any noncompliance, or to specifically direct or require compliance, shall in no way constitute a waiver of, or excuse, the Consultant's obligation to comply with the requirements of the Contract Documents.

3.2 The City shall make available to Consultant, for the convenience of the Consultant only, information that the City has in its possession pertinent to the Project. Consultant hereby agrees and acknowledges that, in making any such information available to Consultant, the City

makes no express or implied certification, warranty, and/or representation as to the accuracy or completeness of such information and assumes no responsibility whatsoever with respect to, the sufficiency, completeness or accuracy of such information. The Consultant understands, and hereby agrees and acknowledges, that it is obligated to verify to the extent it deems necessary all information furnished by the City, and that it is solely responsible for the accuracy and applicability of all such information used by Consultant. Such verification shall include, without limitation, visual examination of existing conditions in all locations encompassed by the Project, where such examination can be made without using destructive measures (i.e. excavation or demolition). Survey information shall be spot checked to the extent that Consultant has satisfied itself as to the reliability of the information.

3.3 At any time, in his/her sole discretion, the City Manager may furnish accounting, and insurance counseling services for the Project (including, without limitation, auditing services to verify the Consultant's applications for payment, or to ascertain that Consultant has properly remitted payment due to its Subconsultants or vendors).

3.4 If the City observes or otherwise becomes aware of any fault or defect in the Project, or non-conformance with the Contract Documents, the City, through the Project Administrator, shall give prompt written notice thereof to the Consultant.

3.5 The City, acting in its proprietary capacity as Owner and not in its regulatory capacity, shall render any administrative approvals and decisions required under this Agreement, in writing, as reasonably expeditious for the orderly progress of the Services and of the Work.

3.6 The City Commission shall be the final authority to do or to approve the following actions or conduct, by passage of an enabling resolution or amendment to this Agreement:

3.6.1 Except where otherwise expressly noted in the Agreement or the Contract Documents, the City Commission shall be the body to consider, comment upon, or approve any amendments or modifications to this Agreement.

3.6.2 The City Commission shall be the body to consider, comment upon, or approve any assignment, sale, transfer or subletting of this Agreement. Assignment and transfer shall be defined to also include sale of the majority of the stock of a corporate consultant.

3.6.3 The City Commission shall approve or consider all Contract Amendments that exceed the sum of fifty thousand dollars (\$50,000.00) (or other such amount as may be specified by the City of Miami Beach Procurement Ordinance, as amended).

3.7 Except where otherwise expressly noted in this Agreement, the City Manager shall serve as the City's primary representative to whom administrative (proprietary) requests for decisions and approvals required hereunder by the City shall be made. Except where otherwise expressly noted in this Agreement or the Contract Documents, the City Manager shall issue decisions and authorizations which may include, without limitation, proprietary review, approval, or comment upon the schedules, plans, reports, estimates, contracts, and other documents submitted to the City by Consultant.

3.7.1 The City Manager shall have prior review and approval of the Project Manager (and any replacements) and of any Subconsultants (and any replacements).

3.7.2 The City Manager shall decide, and render administrative (proprietary) decisions on matters arising pursuant to this Agreement which are not otherwise expressly provided for in this Agreement. In his/her discretion, the City Manager may also consult with the City Commission on such matters.

3.7.3 At the request of Consultant, the City Manager shall be authorized, but not required, to reallocate monies already budgeted toward payment of the Consultant; provided, however, that the Consultant's compensation (or other budgets established by this Agreement) may not be increased without the prior approval of the City Commission, which approval (if granted at all) shall be in its sole and reasonable discretion.

3.7.4 The City Manager may approve Contract Amendments which do not exceed the sum of fifty thousand dollars (\$50,000.00) (or other such amount as may be specified by the City of Miami Beach Purchasing Ordinance, as amended); provided that no such amendments increase any of the budgets established by this Agreement.

3.7.5 The City Manager may, in his/her sole discretion, form a committee or committees, or inquire of, or consult with, persons for the purpose of receiving advice and recommendations relating to the exercise of the City's powers, duties, and responsibilities under this Agreement or the Contract Documents.

3.7.6 The City Manager shall be the City Commission's authorized representative with regard to acting on behalf of the City in the event of issuing any default notice(s) under this Agreement, and, should such default remain uncured, in terminating the Agreement (pursuant to and in accordance with Article 10 hereof).

3.8 The City's review, evaluation, or comment as to any documents prepared by or on behalf of the Consultant shall be solely for the purpose of the City's determining for its own satisfaction the suitability of the Project, or portions thereof, detailed in such documents for the purposes intended therefor by the City, and may not be relied upon in any way by the Consultant or any other third party as a substantive review thereof.

ARTICLE 4. RESPONSIBILITY FOR CONSTRUCTION COST

4.1 The City shall establish a Construction Cost Budget for the Project, set forth in Schedule D. Consultant shall prepare the DCP for the Project so that the Construction Cost Budget for the Project is not exceeded. As part of the Basic Services, Consultant shall prepare or modify the DCP for the Project to the Construction Cost Budget in accordance with this Article 4, making all revisions necessary to maintain the Construction Cost Budget. Consultant shall attend meetings with the City to review and discuss cost estimates, cost-saving alternatives, and implementation or revision of the DCP, as necessary to meet the established budget parameters set forth in the City Construction Budget.

4.2. The Construction Cost Budget shall not be exceeded without fully justifiable, extraordinary, and unforeseen circumstances (such as Force Majeure) which are beyond the control of the parties. Any expenditure above this amount shall be subject to prior City Commission approval which, if granted at all, shall be at the sole and reasonable discretion of the City Commission. The City Commission shall have no obligation to approve an increase in the Construction Cost Budget and, if such Construction Cost Budget is exceeded, the City Commission may, at its sole and absolute discretion, terminate this Agreement (and the

remaining Services) without any further liability to the City.

4.3. The City Commission may, at its sole and absolute discretion, and without relieving Consultant of its obligations under this Agreement to design the Project to the Construction Cost Budget as set forth in Sections 4.1 through 4.5 above, separately elect any of the following options: (1) approve an increase to the Construction Cost Budget; (2) reject all bids, and (at its option) authorize rebidding of the Project; (3) abandon the Project and terminate the remaining Services without any further liability to the City; (4) select as many deductive alternatives as may be necessary to bring the lowest and best bid within the Construction Cost Budget.

ARTICLE 5. ADDITIONAL SERVICES

5.1 Additional Services shall only be performed by Consultant following receipt of written authorization by the Project Administrator (which authorization must be obtained prior to commencement of any such additional work by Consultant). The written authorization shall contain a description of the Additional Services required; a lump sum to be negotiated at the time of the request for additional services or an hourly fee (in accordance with the rates in Schedule "B" hereto), with a "Not to Exceed" amount; Reimbursable Expenses (if any) with a "Not to Exceed" amount; the amended Construction Cost Budget (if applicable); the time required to complete the Additional Services; and an amended Project Schedule (if applicable). "Not to Exceed" shall mean the maximum cumulative hourly fees allowable (or, in the case of Reimbursable Expenses, the maximum cumulative expenses allowable), which the Consultant shall not exceed without further written authorization of the Project Administrator. The "Not to Exceed" amount is not a guaranteed maximum cost for the additional work requested (or, in the case of Reimbursables, for the expenses), and all costs applicable to same shall be verifiable through time sheets (and, for Reimbursables, expense reviews).

5.2 Additional Services include the following:

5.2.1 Appraisals: Investigation and creation of detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by City.

5.2.2. Unforeseen Conditions. Providing additional work relative to the Project which arises from subsequent circumstances and causes which could not reasonably have been foreseen at the time of execution of this Agreement (excluding conditions determined by all prior studies available to Consultant and excluding circumstances and causes resulting from error, omission, inadvertence, or negligence of Consultant).

5.2.3. City-Requested Revisions to Construction Documents: Making revisions to Construction Documents resulting in or from City-requested changes in Scope of Work involving new program elements, when such revisions are inconsistent with written approvals or instructions previously given by City and/or are due to causes beyond the control of Consultant.

5.2.4 Expert Witness: Except insofar as the Consultant is required by legal process or subpoena to appear and give testimony, preparing to serve or serving as an expert witness in connection with any state or federal court action to which the Consultant is not a party in its own name, that is not instituted by the Consultant or in which the performance of the Consultant is not in issue.

5.2.5 Procurement: Assistance in connection with bid protests, re-bidding, or re-negotiating contracts (except for Contract Document revisions and re-bidding services required under Section 4.4 hereof, which shall be provided at no additional cost to City).

5.2.6. Models: Preparing professional perspectives, models or renderings in addition to those provided for in this Agreement except insofar as these are otherwise useful or necessary to the Consultant in the provision of Basic Services.

5.2.7. Threshold Inspection/Material Testing and Inspection: Providing threshold inspection services and material testing/special inspection services, provided that Consultant, as part of the Basic Services, shall report on the progress the Work, including any defects and deficiencies that may be observed in the Work.

5.2.8 Pre-Design Surveys & Testing: Environmental investigations and site evaluations, provided, however, that surveys of the existing structure required to complete as-built documentation are not additional services.

5.2.9 Geotechnical engineering. Providing geotechnical engineering services or site surveys.

Except as specified herein, services that are required for completion of the Construction Documents shall be part of Consultant's Basic Services.

ARTICLE 6. REIMBURSABLE EXPENSES

6.1 Reimbursable Expenses must be authorized, in advance, in writing, by the Project Administrator. Invoices or vouchers for Reimbursable Expenses shall be submitted to the Project Administrator (along with any supporting receipts and other back-up material requested by the Project Administrator). Consultant shall certify as to each such invoice and/or voucher that the amounts and items claimed as reimbursable are "true and correct and in accordance with the Agreement." Reimbursable Expenses may include, but not be limited to, the following:

Cost of reproduction, courier, and postage and handling of drawings, plans, specifications, and other Project documents (excluding reproductions for the office use of the Consultant and its Subconsultants, and courier, postage and handling costs between the Consultant and its Subconsultants).

Costs for reproduction and preparation of graphics for community workshops.

Permit fees required by City of Miami Beach regulatory bodies having jurisdiction over the Project (i.e. City permit fees).

ARTICLE 7. COMPENSATION FOR SERVICES

7.1 Consultant's "Lump Sum" fee for provision of the Services, including reimbursable expenses, for the Project shall be \$407,851, as more fully delineated in Schedule B hereto.

7.2 Payments for Services shall be made within forty-five (45) calendar days of receipt and approval of an acceptable invoice by the Project Administrator. Payments shall be made in proportion to the Services satisfactorily performed, so that the payments for Services never

exceed the progress percentage noted in the Consultant's Progress Schedule (to be submitted with each invoice). No mark-up shall be allowed on subcontracted work. In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project and the total estimated fee to completion.

7.3 Approved Additional Services shall be compensated in accordance with the hourly billing rates set forth in Schedule "C," attached hereto. Any request for payment of Additional Services shall be included with a Consultant payment request. No mark-up shall be allowed on Additional Services (whether sub-contracted or not).

7.4 Approved Reimbursable Expenses shall be paid in accordance with Article 6 hereto, up to the "Not to Exceed" Reimbursable allowance amount set forth in Schedule B or in the applicable Consultant Service Order. Any request for payment of Reimbursable Expenses shall also be included with Consultant's payment request. No mark-up shall be allowed on Reimbursable Expenses.

7.5 **ESCALATION:** During the Term of this Agreement, the City Manager, at his sole discretion, may consider an adjustment to the hourly rates set forth in Schedule C. Any such adjustments, if any, shall be based on a corresponding increase in the Consumer Price Index for All Urban Consumers; U.S. City average (1982-84=100), as established by the United States Bureau of Labor Statistics ("CPI"), or material adjustments to the scope or requirements of the RFQ by the City, including (but not limited to) living wage increases, provided, however, that in no event shall any annual increase exceed three percent (3%). In the event that the City determines that the requested increase is unsubstantiated, the Consultant agrees to perform all duties at the current cost terms.

7.6 No retainage shall be made from the Consultant's compensation on account of sums withheld by the City on payments to Design/Builder.

7.7 **METHOD OF BILLING AND PAYMENT.** Consultant shall invoice the Project Administrator in a timely manner, but no more than once on a monthly basis. Invoices shall identify the nature and extent of the work performed; the total hours of work performed by employee category; and the respective hourly billing rate associated therewith. In the event Subconsultant work is used, the percentage of completion shall be identified. Invoices shall also itemize and summarize any Additional Services and/or Reimbursable Expenses. A copy of the written approval of the Project Administrator for the requested Additional Service(s) or Reimbursable Expense(s) shall accompany the invoice.

7.7.1 If requested, Consultant shall provide back-up for past and current invoices that records hours for all work (by employee category), and cost itemizations for Reimbursable Expenses (by category).

ARTICLE 8. CONSULTANT'S ACCOUNTING AND OTHER RECORDS

8.1 All books, records (whether financial or otherwise), correspondence, technical documents, and any other records or documents related to the Services and/or Project will be available for examination and audit by the City Manager, or his/her authorized representatives, at Consultant's office (at the address designated in Article 15 "Notices"), during customary business hours. All such records shall be kept at least for a period of three (3) years after Consultant's completion of the Services. Incomplete or incorrect entries in such records and

accounts relating personnel services and expenses may be grounds for City's disallowance of any fees or expenses based upon such entries. Consultant shall also bind its Subconsultants to the requirements of this Article and ensure compliance therewith

ARTICLE 9. OWNERSHIP OF PROJECT DOCUMENTS

9.1 All notes, correspondence, documents, plans and specifications, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents (whether completed or partially completed) and copyrights thereto for Services performed or produced in the performance of this Agreement, or related to the Project, whether in its native electronic form, paper 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 City. Consultant shall deliver all such documents to the Project Administrator in their native electronic form within thirty (30) days of completion of the Services (or within thirty (30) days of expiration or earlier termination of this Agreement as the case may be). However, the City may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the City Manager in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from the City Manager. The Consultant shall warrant to the City that it has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119, Florida Statutes.

9.2 The Consultant is permitted to reproduce copyrighted material described above subject to prior written approval of the City Manager.

9.3 At the City's option, the Consultant may be authorized, as an Additional Service, to adapt copyrighted material for additional or other work for the City; however, payment to the Consultant for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

9.4 The City shall have the right to modify the Project or any components thereof without permission from the Consultant or without any additional compensation to the Consultant. The Consultant shall be released from any liability resulting from such modification.

9.5 The Consultant shall bind all Subconsultants to the Agreement requirements for re-use of plans and specifications.

ARTICLE 10. TERMINATION OF AGREEMENT

10.1 **TERMINATION FOR LACK OF FUNDS:** The City is a governmental entity and is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement. In the event there is a lack of adequate funding either for the Services or the Project (or both), the City may terminate this Agreement without further liability to the City.

10.2 **TERMINATION FOR CAUSE:** The City, through the City Manager, may terminate this Agreement for cause, upon written notice to Consultant, in the event that the Consultant (1)

violates any provision of this Agreement or performs same in bad faith; (2) unreasonably delays the performance of the Services or any portion thereof; or (3) does not perform the Services or any portion thereof in a timely and satisfactory manner. In the case of termination for cause by the City, the Consultant shall first be granted a thirty (30) day cure period (commencing upon receipt of the initial written notice of default from the City).

10.2.1 In the event this Agreement is terminated for cause by the City, the City, at its sole option and discretion, may take over the remaining Services and complete them by contracting with another consultant(s), or otherwise. The Consultant shall be liable to the City for any additional cost(s) incurred by the City due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of the Services, and the cost of completion of such Services had the Agreement not been terminated.

10.2.2 In the event of termination for cause by the City, the City shall only be obligated to pay Consultant for those Services satisfactorily performed and accepted prior to the date of termination (as such date is set forth in, or can be calculated from, the City's initial written default notice). Upon payment of any amount which may be due to Consultant pursuant to this subsection 10.2.2, the City shall have no further liability to Consultant.

10.2.3 As a condition precedent to release of any payment which may be due to Consultant under subsection 10.2.2, the Consultant shall promptly assemble and deliver to the Project Administrator any and all Project documents prepared (or caused to be prepared) by Consultant (including, without limitation, those referenced in subsection 9.1 hereof). The City shall not be responsible for any cost incurred by Consultant for assembly, copy, and/or delivery of Project documents pursuant to this subsection.

10.3 **TERMINATION FOR CONVENIENCE:** In addition to the City's right to terminate for cause, the City through the City Manager, may also terminate this Agreement, upon fourteen (14) days prior written notice to Consultant, for convenience, without cause, and without penalty, when (in its sole discretion) it deems such termination to be in the best interest of the City. In the event the City terminates the Agreement for convenience, Consultant shall be compensated for all Services satisfactorily performed and accepted up to the termination date (as set forth in the City's written notice), and for Consultant's costs in assembly and delivery to the Project Administrator of the Project documents (referenced in subsection 10.2.3 above). Upon payment of any amount which may be due to Consultant pursuant this subsection 10.3, the City shall have no further liability to Consultant.

10.4 **TERMINATION BY CONSULTANT:** The Consultant may only terminate this Agreement for cause, upon thirty (30) days prior written notice to the City, in the event that the City willfully violates any provisions of this Agreement or unreasonably delays payment of the Services or any portion thereof. In the event of a termination for cause by Consultant, the City shall pay Consultant for any Services satisfactorily performed and accepted up to the date of termination; provided, however, that the City shall first be granted a thirty (30) day cure period (commencing upon receipt of Consultant's initial written notice).

10.4.1 The Consultant shall have no right to terminate this Agreement for convenience.

10.5 **IMPLEMENTATION OF TERMINATION:** In the event of termination (whether for cause or for convenience), the Consultant shall immediately, upon receipt of the City's written notice of termination: (1) stop the performance of Services; (2) place no further orders or issue

any other subcontracts, except for those which may have already been approved, in writing, by the Project Administrator; (3) terminate all existing orders and subcontracts; and (4) promptly assemble all Project documents (for delivery to the Project Administrator).

ARTICLE 11. INSURANCE

11.1 At all times during the Term of this Agreement, Consultant shall maintain the following required insurance coverage in full force and effect. The Consultant shall not commence any work until satisfactory proof of all required insurance coverage has been furnished to the Project Administrator:

- (a) Workers' Compensation and Employer's Liability per the Statutory limits of the State of Florida.
- (b) Commercial General Liability on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (c) 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.
- (d) Professional Liability Insurance in an amount not less than \$2,000,000 with the deductible per claim. Consultant shall notify the Project Administrator, in writing, within thirty (30) days of any claims filed or made against its Professional Liability policy.

11.2 The City must be named as and additional insured on the liability policies; and it must be stated on the certificate.

11.3 The Consultant must give the Project Administrator at least thirty (30) days prior written notice of cancellation or of substantial modifications in any required insurance coverage. All certificates and endorsements shall contain this requirement.

11.4 The insurance must be furnished by an insurance company rated A:V or better, or its equivalent, according to Bests' Guide Rating Book, and by insurance companies duly authorized to do business in the State of Florida, and countersigned by the company's Florida resident agent.

11.5 Consultant shall provide the Project Administrator with a certificate of insurance of all required insurance policies. The City reserves the right to require a certified copy of such policies, upon written request to Consultant.

ARTICLE 12. INDEMNIFICATION AND HOLD HARMLESS

12.1 To the fullest extent permitted by Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

The Consultant shall pay all claims and losses in connection therewith and shall investigate all

claims, suits, or actions of any kind or nature in the name of the City, where applicable, 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 its responsibility to indemnify, keep, and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

12.2 The Consultant agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of the Consultant in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Design/Builder, or other acts of the Consultant, the City in no way assumes or shares any responsibility or liability of the Consultant (including, without limitation its Subconsultants and/or any registered professionals (architects and/or engineers) under this Agreement).

ARTICLE 13. ERRORS AND OMISSIONS

13.1 **ERRORS AND OMISSIONS:** It is specifically agreed that any construction changes categorized by the City 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 City that would not have been incurred without the error. The damages to the City for errors, omissions or any combinations thereof shall be calculated as the total cost of any damages or incremental costs to the City resulting out of the errors or omissions by the Consultant, including, without limitation, the direct, indirect and/or consequential damages resulting from the Consultant's errors and/or omissions or any combination thereof.

Damages shall include delay damages caused by the error, omission, or any combination thereof. 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 this determination, in writing, to the applicable Assistant City Manager. The Project Administrator'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 Project Administrator, the Consultant shall present any such objections, in writing, to the City Manager. The Project Administrator and the Consultant shall abide by the decision of the City Manager. 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.

ARTICLE 14. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the total amount of compensation/fees due to Consultant for all Services under this Agreement, less any amount(s) actually paid by City to the Consultant hereunder. Consultant hereby expresses its willingness to enter into this Agreement, with Consultant's recovery from the City for any damages for action for breach of contract to be limited to the total amount of compensation/fees due to Consultant for all Services under this Agreement, less any amount(s) actually paid by City to the Consultant hereunder.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for money damages due to an alleged breach by the City of this Agreement, in an amount in excess of the total amount of compensation/fees due to Consultant for all Services under this Agreement, which amount shall be reduced by any amount(s) actually paid by the City to Consultant hereunder.

Nothing contained in this subsection, or elsewhere in this Agreement, is in any way intended to be a waiver of the limitation placed upon City's liability, as set forth in Section 768.28, Florida Statutes.

ARTICLE 15. NOTICE

All written notices given to City by Consultant shall be addressed to:

City Manager's Office
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Jimmy L. Morales, City Manager

With a copy to:
City Manager's Office
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Eric T. Carpenter, Assistant City Manager

All written notices given to the Consultant from the City shall be addressed to:

Ribbeck Engineering, Inc.
14335 SW 120 St. #205
Miami, Florida 33186
Attn: Carlos Ribbeck

All notices mailed to either party shall be deemed to be sufficiently transmitted if sent by certified mail, return receipt requested.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1 **VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, in federal court. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

16.2 **EQUAL OPPORTUNITY EMPLOYMENT GOALS:** Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital or familial status, or age, and will take affirmative steps to ensure that

applicants are employed and employees are treated during employment without regard to race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital or familial status, or age.

16.3 PUBLIC ENTITY CRIMES ACT: In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who is a consultant, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not bid on leases of real property to the City, may not be awarded or perform work as a Design/Builder, supplier, subconsultant, or subcontractor under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. For violation of this subsection by Consultant, City shall have the right to terminate the Agreement without any liability to City, and pursue debarment of Consultant

16.4 NO CONTINGENT FEE: Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this subsection, City shall have the right to terminate the Agreement, without any liability or, at its discretion, to deduct from the contract price (or otherwise recover) the full amount of such fee, commission, percentage, gift, or consideration.

16.5 LAWS AND REGULATIONS:

16.5.1 The Consultant shall, during the Term of this Agreement, be governed by all Applicable Laws which may have a bearing on the Services involved in the Project.

16.5.2 Project Documents. In accordance with Section 119.07 (3) (ee), Florida Statutes, entitled "Inspection, Examination, and Duplication of Records; Exemptions," all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of Section 119.07(1), Florida Statutes (inspection and copying of public records), and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior written approval from the City Manager, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or Design/Builder who is performing work on or related to the Project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

16.5.2.1 In addition to the requirements in this subsection 16.5.2, the Consultant agrees to abide by all applicable Federal, State, and City procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include, but is not limited to, each employee of Consultant and Subconsultants

that will be involved in the Project being required to sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the City Manager, in writing.

16.5.2.2 The Consultant and its Subconsultants agree in writing that the Project documents are to be kept and maintained in a secure location.

16.5.2.3 Each set of the Project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

16.5.2.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.

16.6 CORRECTIONS TO CONTRACT DOCUMENTS: The Consultant shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Contract Documents prepared by Consultant, including documents prepared by its Subconsultants. Compliance with this subsection shall not be construed to relieve the Consultant from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.

16.7 ASSIGNMENT: The Consultant shall not assign, transfer or convey this Agreement to any other person, firm, association or corporation, in whole or in part, without the prior written consent of the City Commission, which consent, if given at all, shall be at the Commission's sole option and discretion. However, the Consultant will be permitted to cause portions of the Services to be performed by Subconsultants, subject to the prior written approval of the City Manager.

16.8 SUCCESSORS AND ASSIGNS: The Consultant and the City each binds himself/herself, his/her 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 City (through the City Commission) 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.

16.9 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES: In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, Subconsultants, and other purchased services, etc., as necessary to complete said Services.

16.10 INTENT OF AGREEMENT:

16.10.1 The intent of the Agreement is for the Consultant to provide design and other services, and to include all necessary items for the proper completion of such services for a fully functional Project which, when constructed in accordance with the design, will be able to be used by the City for its intended purpose. The Consultant shall perform, as Basic Services, such incidental work which may not be specifically referenced, as necessary to complete the Project.

16.10.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

16.10.3 No acceptance, order, payment, or certificate of or by the City, or its employees or agents, shall either stop the City from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the City or of any rights to damages herein provided.

16.11 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless memorialized in written document approval and executed with the same formality and of equal dignity herewith.

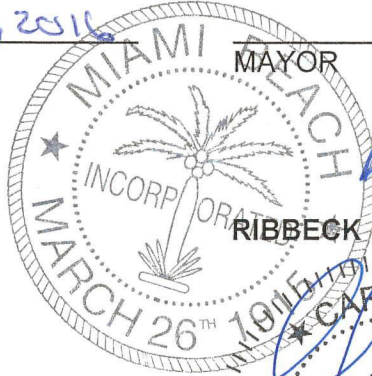
IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their names by their duly authorized officers and principals, attested by their respective witnesses and City Clerk on the day and year first hereinabove written.

Attest

CITY OF MIAMI BEACH:

[Signature]
CITY CLERK

[Signature]
MAYOR



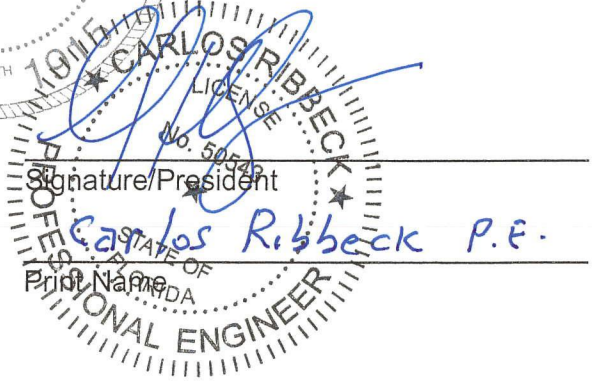
Attest

RIBBECK ENGINEERING, INC.

[Signature]
Signature/Secretary

FRANCIS MITCHELL

Print Name



[Signature]
Signature/President

Carlos Ribbeck P.E.

Print Name

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] 7/19/16
City Attorney RAP Date

SCHEDULE A – SCOPE OF SERVICES

The Scope of Services consists of developing a Design Criteria Package (DCP) and Conceptual plans for approximately 0.85 miles of Indian Creek Drive. The conceptual plans include roadway, drainage, signing & pavement markings, and signalization. In addition, coordination with key stakeholders is included. The conceptual plans are required as reference to the Design Build criteria package and will be performed in accordance with FDOT design requirements. The RFP will include FDOT design criteria as well as City of Miami Beach contract requirements required by the Design-Build Firm to properly submit a response to the RFP

The Civil Scope of Services includes the following:

Project General Task

- Progress and Coordination Meetings with City of Miami Beach
- Coordination Meetings with Florida Department of Transportation (FDOT)
- Coordination meetings with required discipline reviewers
- Coordination meetings with key stakeholders.
- Coordination with Geotechnical, Surveyor, Structure and Environmental Consultants providing services to the City of Miami Beach.
- Plans review meetings and field review meetings.

Roadway Analysis and Plans:

- Typical Section and Pavement Design Package for FDOT approval
- Prepare RFP Design Criteria and requirements
- Line and Grade analysis including transitions into side streets
- Prepare Roll Plots. Includes horizontal, profile, utilities, and drainage.
- Prepare plan details: typical section, back of sidewalk profile and cross sections (11"x17" sheets)
- Traffic Control Analysis and Roll Plots (including 3 phases)
- Schedule of Values
- Quantities: roadway and drainage
- Engineers Probable Construction Estimate

Drainage Analysis:

- Drainage analysis and master layout design file

Utility Analysis:

- Utility master layout design file

Signing and Pavement Marking Analysis and Plan:

- Develop SAPM master plan (pavement markings only, no single post signs)
- Analysis of one (1) cantilever overhead sign
- Coordination with FDOT for cantilever overhead sign
- Quantities
- Prepare roll plot

Signalization Analysis and Plan:

- Develop Signalization master plan for 3 signalized intersections (conceptual: mast arm, control cabinet, pedestrian signals, and loops)

- As-built review and Field review.
- Coordination with maintaining agency
- Quantities
- Prepare roll plot

BOLTON PEREZ AND ASSOCIATES SCOPE OF WORK

PHASE I

The work consists of developing contract documents for approximately 1500 LF of bulkhead retaining wall. The contract drawings will consist of wall control drawings, notes and typical wall section depicting the City of Miami Beach pile and panel standard bulkhead wall details and do not include the actual wall design. The proposed new bulkhead wall will be located along the front face of the existing bulkhead wall within the City owned parcels.

The work will be performed in accordance with FDOT design requirements, and includes the following tasks:

- Develop horizontal and vertical wall layout geometry based on survey cross sections depicting the location of the existing wall and baseline geometry.
- Develop plan and elevation views of approximately 1500 LF of retaining walls.
- Develop typical wall section of City of Miami Beach standard bulkhead wall, including provisions for drainage and utility pipe crossings.
- Develop quantities and cost estimate.
- Coordinate the work with the City of Miami Beach Engineer, Geotechnical Engineer, Drainage Engineer, and Utility Engineer.

Construction will be in accordance with FDOT Specifications.

PHASE II

The work consists of developing 30% preliminary documents and design build criteria for approximately 3000 LF of bulkhead retaining wall. The preliminary drawings will consist of wall control drawings, notes and typical wall section depicting the City of Miami Beach pile and panel standard bulkhead wall details and do not include the actual wall design. The proposed new bulkhead wall will be located along the front face of the existing bulkhead wall within future parcels anticipated to be purchased by or deeded over to the City.

In addition, we will develop 30% plans and details for the concrete drainage pump structure, including the design criteria for the Design Build criteria package.

The work will be performed in accordance with FDOT design requirements, and includes the following tasks:

- Develop horizontal and vertical wall layout geometry based on survey cross sections depicting the location of the existing wall and baseline geometry.
- Develop 30% plan and elevation view drawings and design criteria of approximately 3000 LF of retaining walls.
- Develop 30% typical wall section of City of Miami Beach standard bulkhead wall, including provisions for drainage and utility pipe crossings.
- Develop quantities and cost estimate.

- Develop 30% design details, drawings, and design criteria for the future pump structure.
- Coordinate the work with the City of Miami Beach Engineer, Geotechnical Engineer, Drainage Engineer, and Utility Engineer.

Construction will be in accordance with FDOT Specifications.

SCHEDULE B

**CONSULTANT COMPENSATION
Schedule of Payments**

Planning Services *	\$XXXXXXXX
Design Services*	\$407,851.00
Bidding and Award Services	\$XXXXXXXX
Construction Administration **	\$XXXXXXXX
Reimbursable Allowance***	\$XXXXXXXX

Note*: These services will be paid lump sum based on percentage complete of each phase as identified in the individual tasks.

Note:** Construction Administration will be paid on a monthly basis upon commencement of construction.

In the event that, through no fault of the Consultant, Construction Administration services are required to be extended, which extension shall be subject to prior City approval, and what shall be at the City's sole discretion, the Consultant agrees to extend said services for \$XXXXXX, per month, for the duration required to complete the Project.

Note*:** The Reimbursable Allowance belongs to the City and must be approved in writing, in advance, by the Project Administrator. Unused portions will not be paid to the Consultant.

SCHEDULE C

HOURLY BILLING RATE SCHEDULE

FIRM	FDOT CLASSIFICATION	RATE
Ribbeck Engineering , Inc.	Project Manager	\$65.00
	Senior Engineer	\$60.00
	Project Engineer	\$56.00
	Senior Designer	\$32.20
	Senior Project Engineer	\$58.00
	Senior Scientist	\$54.00
	Engineer Inter	\$25.00

FIRM	FDOT CLASSIFICATION	RATE
Network Engineering Services, Inc. / dba Bolton Perez & Associates	Chief Engineering	\$78.00
	Engineer	\$39.00
	Engineering Intern	\$27.25
	Project Engineer	\$42.50
	Project Manager	\$78.00
	Senior Engineer / Basic Services - Lump Sum	\$66.00
	Senior Engineer / QC - Limiting Amount	\$66.00

SCHEDULE D
CONSTRUCTION COST BUDGET

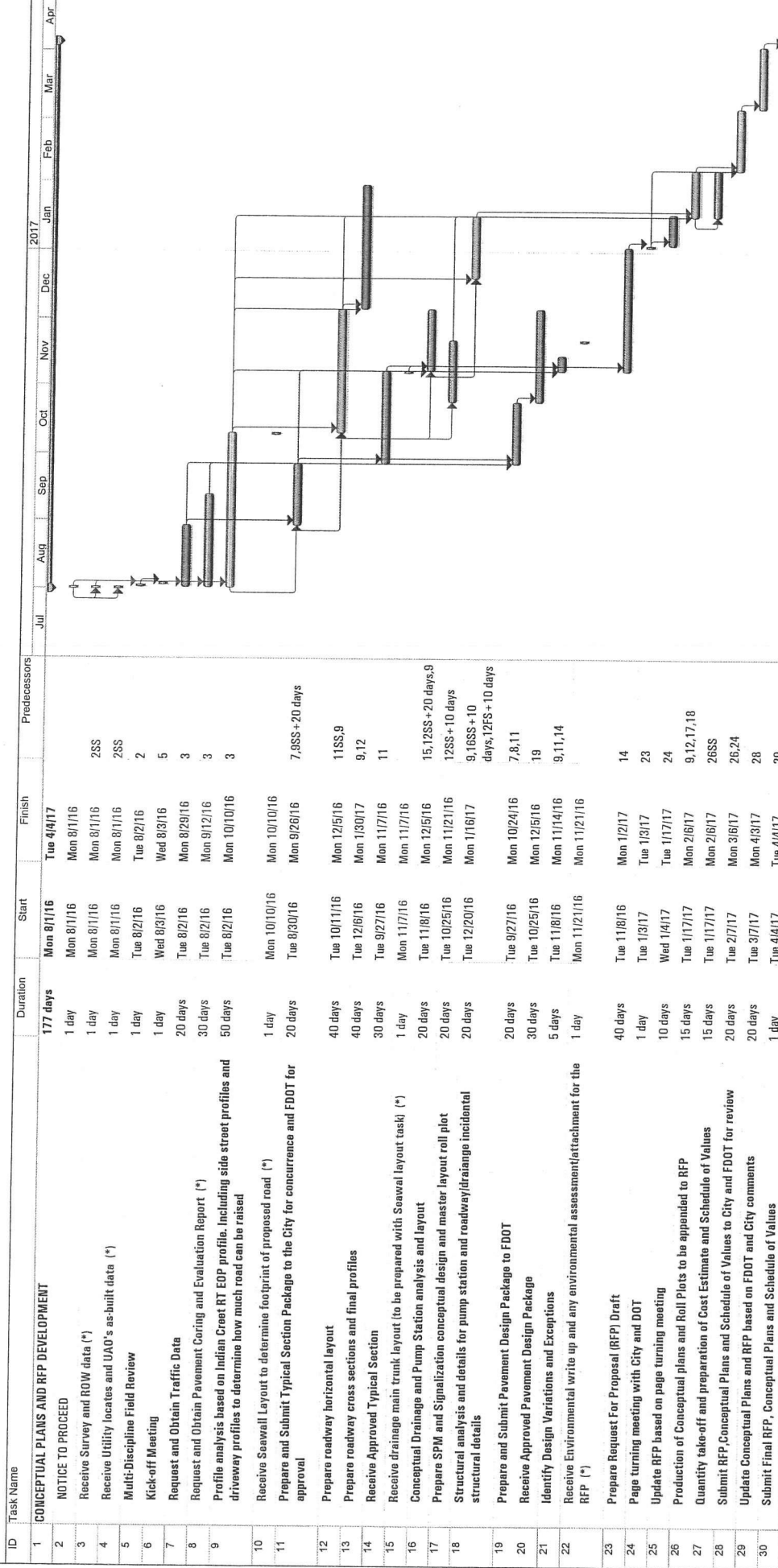
The City's Construction Cost Budget is \$25 million.

SCHEDULE E

PROJECT SCHEDULE



Development of Request for Proposal (RFP) and Conceptual Plans for Reconstruction of Indian Creek Drive from 26th Street to 41st Street



Project: Indian Creek Drive RFP
Date: Mon 6/13/16

(*) Note: Dates were assumed for line items in red. The final schedule will depend on the exact dates that the red line items will be provided.

Legend:
 Milestone: [Diamond]
 Critical Task: [Thick bar]
 Progress: [Thin bar]
 Task: [Thin bar]
 Summary: [Thick bar]
 Rolled Up Task: [Thin bar]
 Rolled Up Milestone: [Diamond]
 Rolled Up Progress: [Thin bar]
 Split: [Dashed line]
 External Tasks: [Thin bar]
 Project Summary: [Thin bar]
 Group By Summary: [Thin bar]
 Deadline: [Thin bar]

Page 1

ATTACHMENT A

RESOLUTION, COMMISSION ITEM, AND COMMISSION MEMORANDUM

RESOLUTION NO. 2016-29456

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS IT PERTAINS TO THE CITY CONSTRUCTION PROJECT REFERRED TO AS THE "INDIAN CREEK DRIVE/STATE ROAD (SR) A1A, 26 STREET TO 41 STREET - FLOODING MITIGATION PROJECT" [HEREINAFTER "PROJECT"], AND, WITH RESPECT TO THE PROJECT, ACCEPTING THE FINDINGS AND RECOMMENDATION OF THE CITY MANAGER CERTIFYING A VALID PUBLIC EMERGENCY PURSUANT TO SUBSECTIONS 287.055(3)(a)(1) AND (9)(c)(6), FLORIDA STATUTES; AND, AS PERMITTED PURSUANT TO SUBSECTION 2-367(e) OF THE CITY CODE, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT RELATING TO THIS PROCUREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT WITH RIBBECK ENGINEERING, IN AN AMOUNT NOT TO EXCEED \$407,851, FOR THE PREPARATION OF A DESIGN CRITERIA PACKAGE (DCP) AND CONCEPTUAL PLANS WHICH COMPLIES WITH THE SPECIFICATIONS SET FORTH UNDER SECTION 287.055(2)(j), FLORIDA STATUTES.

WHEREAS, on September 27, 2015, the City experienced severe tidal flooding caused by King Tides of 1.12 feet above mean high water, in the area of Indian Creek Drive, from 26th to 41st Streets, which severely impacted both pedestrian and vehicular traffic for several days; and

WHEREAS, at its March 9, 2016 meeting, the City Commission approved Resolution No. 2016-29332, approving and authorizing the City to negotiate and enter into an agreement with the Florida Department of Transportation (FDOT) for the cost sharing of a construction project on Indian Creek Drive, from 26th to 41st Streets, to increase the height of the seawall along Indian Creek Drive, and to increase the elevation of the road to "future crown of the road;" and

WHEREAS, to avoid continued tidal flooding and severe flooding caused by high intensity rainfall events, the City, in conjunction with FDOT, must implement infrastructure improvements which will include a new storm water drainage system, pump station, and seawall; and

WHEREAS, the existing roadway, curbs, gutters and sidewalks will be elevated to meet new flood elevation requirements, and existing driveways, light poles, signals, signage and pavement markings will be replaced to match new road-way alignment and configuration; and

WHEREAS, the City and FDOT are finalizing the cost sharing agreement, and the City desires to immediately begin the scope of work relative to constructing all the improvements that would protect Indian Creek Drive from flooding; and

WHEREAS, over the past year the City has been provided overwhelming supporting documents relating to of the extreme flooding emergency conditions projected by NOAA for King Tides in the Fall of 2016 and the effective of the King Tides on Indian Creek Drive; and

WHEREAS, the Administration believes that given the current condition of Indian Creek Drive, and the periodic flooding and closure of the road due to said flooding issues, there are extensive existing and potential future community hardships, including serious impacts to quality of life issues, to justify the necessity of beginning construction on Indian Creek Drive immediately; and

WHEREAS, the conditions in the area are so drastic and will only worsen if the work is postponed in order to go through a three (3) to six (6) month competitive procurement process; and

WHEREAS, due to the foregoing, and due to the fact that Ribbeck Engineering is already performing work in the area for FDOT, the City Manager, in assessing the totality of factors giving rise to this situation, believes there is ample support to find and certify to the City Commission that a public emergency exists and that it is in the best interest of the City to waive competitive bidding; and

WHEREAS, to avoid coordination problems and construction delays, the City would benefit from using Ribbeck Engineering, which has an existing contract with FDOT to provide right-of-way design services; and

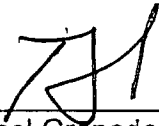
WHEREAS, Ribbeck has the knowledge and expertise to address the flooding related concerns for Indian Creek Drive; the City Administration seeks to enter into an agreement with Ribbeck for preparation of a design criteria package (DCP); and

WHEREAS, the DCP for Indian Creek Drive shall include roadway, drainage, signing & pavement markings, and signalization and shall include all FDOT design requirements.

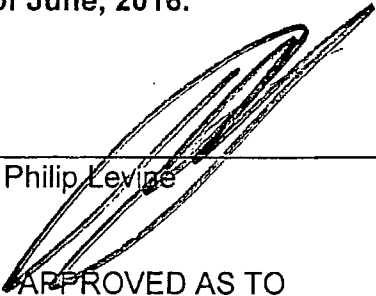
NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, the Mayor and City Commission, as it pertains to the City construction project referred to as the "Indian Creek Drive/State Road (SR) A1A, 26 Street to 41 Street - Flooding Mitigation Project" [hereinafter "Project"], and, with respect to the Project, accepting the findings and recommendation of the City Manager certifying a valid public emergency pursuant to Subsections 287.055(3)(a)(1) and (9)(c)(6), Florida Statute; and, as permitted pursuant to Subsection 2-367(e) of the City Code, waiving, by 5/7ths vote, Competitive Bidding Requirements relating to this procurement of the services of Ribbeck Engineering [Ribbeck], finding such waiver to be in the best interest of the City; and authorizing the City Manager to negotiate a Professional Services Agreement with Ribbeck, in an amount not to exceed \$407,851, for the preparation of a Design Criteria Package (DCP) and conceptual plans which complies with the specifications set forth under Section 287.055(2)(j), Florida Statute.

PASSED AND ADOPTED this 8th day of June, 2016.

ATTEST:

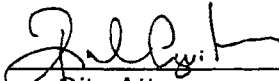


JUNE 13, 2016
Rafael Granado, City Clerk

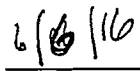


Mayor Philip Levine

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney



Date

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, As It Pertains To The City Construction Project Referred To As The "Indian Creek Drive/State Road (Sr) A1a, 26 Street To 41 Street - Flooding Mitigation Project" [Hereinafter "Project"], And, With Respect To The Project, Accepting The Findings And Recommendation Of The City Manager Certifying A Valid Public Emergency Pursuant To Subsections 287.055(3)(A)(1) And (9)(C)(6), Florida Statutes; And, As Permitted Pursuant To Subsection 2-367(E) Of The City Code, Waiving, By 5/7ths Vote, The Competitive Bidding Requirement Relating To This Procurement, Finding Such Waiver To Be In The Best Interest Of The City, And Authorizing The City Manager To Negotiate A Professional Services Agreement With Ribbeck Engineering, In An Amount Not To Exceed \$407,851, For The Preparation Of A Design Criteria Package (Dcp) And Conceptual Plans Which Complies With The Specifications Set Forth Under Section 287.055(2)(J), Florida Statutes.

Key Intended Outcome Supported:

Build and maintain priority infrastructure with full accountability

Item Summary/Recommendation:

At its March 09, 2016 meeting, the City commission approved an agreement with the City and Florida Department of Transportation (FDOT) for the cost sharing of a construction project on Indian Creek Drive from 26th to 41st Streets. The infrastructure improvements will include a new storm water drainage system, pump station and seawall. The existing roadway, curbs, gutters and sidewalks will be elevated to meet new flood elevation requirements. Driveways, light poles, signals, signage and pavement markings will be replaced to match new roadway alignment and configuration.

Due to complexity and urgency of this project, the administration recommends engaging Ribbeck Engineering, Inc. as the engineering firm responsible in developing the Design Criteria Package (DCP) and Conceptual plans that will be used for this project. Currently, Ribbeck Engineering, Inc. is not part of the approved city's engineering firm rotational list, however, due to this firm experience working with FDOT and their current and previous work within the project area; it is in the City's best interest to utilize them.

The Public Works Department has reviewed the proposal and finds the cost reasonable.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

N/A

Financial Information:

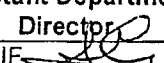


Source of Funds:		Amount	Account	Approved
	1	\$407,851	429-0815-061357-00-48-517-00-00-00-C1601	
	2			
	3			
OBPI	Total			

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

Assistant Department Director	Assistant City Manager / DPW	City Manager
JJF 	ETC 	JLM 

T:\AGENDA\2016\June\Public Works\Indian Creek Improvements - summary.docx



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 8, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS IT PERTAINS TO THE CITY CONSTRUCTION PROJECT REFERRED TO AS THE "INDIAN CREEK DRIVE/STATE ROAD (SR) A1A, 26 STREET TO 41 STREET - FLOODING MITIGATION PROJECT" [HEREINAFTER "PROJECT"], AND, WITH RESPECT TO THE PROJECT, ACCEPTING THE FINDINGS AND RECOMMENDATION OF THE CITY MANAGER CERTIFYING A VALID PUBLIC EMERGENCY PURSUANT TO SUBSECTIONS 287.055(3)(a)(1) AND (9)(c)(6), FLORIDA STATUTES; AND, AS PERMITTED PURSUANT TO SUBSECTION 2-367(e) OF THE CITY CODE, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT RELATING TO THIS PROCUREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT WITH RIBBECK ENGINEERING, IN AN AMOUNT NOT TO EXCEED \$407,851, FOR THE PREPARATION OF A DESIGN CRITERIA PACKAGE (DCP) AND CONCEPTUAL PLANS WHICH COMPLIES WITH THE SPECIFICATIONS SET FORTH UNDER SECTION 287.055(2)(j), FLORIDA STATUTES.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution

FUNDING

Funding is subject to the FY 14/15 being approved by City Commission.

Amount

Account Number

\$407,851

429-0815-061357-00-48-517-00-00-00-C1601

BACKGROUND

At its March 9, 2016 meeting, the City commission approved Resolution 2016-29332 approving an agreement between the City and Florida Department of Transportation (FDOT) for the cost sharing of a construction project on Indian Creek Drive from 26th to 41st Streets. The infrastructure improvements will include a new storm water drainage system, pump station and seawall. The existing roadway, curbs, gutters and sidewalks will be elevated to meet new flood elevation requirements. Driveways, light poles, signals, signage and pavement markings will be replaced to match the new roadway alignment and configuration.

Due to complexity and urgency of this project, the administration recommends engaging Ribbeck Engineering, Inc. as the engineering firm responsible in developing the Design Criteria Package (DCP) and conceptual plans that will be used for this project. Currently, Ribbeck Engineering, Inc. is not part of the approved City's engineering firm rotational list. However, due to this firm's experience working with FDOT, along with their current and previous work within the project area, it is in the City's best interest to utilize them.

The majority of the construction improvements will happen within FDOT's right of way. Ribbeck Engineering will play an important role making sure the DCP package complies with FDOT and City design criteria requirements. A scope of work has been provided and is attached as Exhibit 1 along with the proposed hours of effort for the work. Ribbeck Engineering will perform the work under the same hourly rates and percentages for overhead and profit as their contract with FDOT.

Authorization to enter into an agreement is being proposed under Section 287.055, Florida Statutes (also known as the "Consultants Competitive Negotiation Act" or CCNA). While the CCNA requires municipalities to publicly bid certain professional services, including architecture and engineering services, this requirement can be waived in cases of valid public emergencies. In this case, the Administration believes that given: 1) current conditions, both at the Project site and within the neighborhood; 2) the potential community hardships, quality of life issues, potentially aggravated due to a postponement of the current work in order to undertake a procurement process; and 3) the fact that this firm is performing work in the area; the City Administration, in assessing the totality of factors giving rise to this situation, believes there is ample support to find that a public emergency, necessitating a CCNA waiver of the bidding requirements, exists here.

Given that the facts do indeed support the existence of a public emergency, to the extent that a waiver of the bidding requirements under the CCNA is justified, the Administration recommends the following course of action:

1. That the competitive bidding requirements be waived by 5/7ths vote as permitted pursuant to Section 2-367(e) of the City Code, finding such waiver to be in the best interest of the City, and that the City Manager be authorized to take further actions to procure the necessary emergency design and construction services for the project, via a design-build contract, including authorizing the preparation of a Design Criteria Package (DCP) which complies with the specifications set forth under F.S. 287.055(2)(j);
2. That the total sum of the contract for this engineering firm and subcontractor is \$407,851 which consists of developing a Design Criteria Package (DCP) and conceptual plans for approximately 0.85 miles of Indian Creek Drive. The conceptual plans include roadway, drainage, signing & pavement markings, and signalization. In addition, coordination with key

stakeholders is included. The conceptual plans are required as reference to the DCP and will be performed in accordance with FDOT design requirements. The DCP will include FDOT design criteria as well as City of Miami Beach contract requirements necessary by the Design-Build Firm to properly submit.

CONCLUSION

The Administration recommends adopting the Resolution

Attachment – Ribbeck Engineering Proposal dated 5/26/2016

Attachment – Subcontractor Bolton Perez & Associates Proposal dated 3/28/2016

JLM/ETC/MS/BAM/WRB/GP

Indian Creek Drive from 26th Street to 41st Street

Scope of Work – Ribbeck Engineering

May 31, 2016

The Scope of Services consists of developing a Design Criteria Package (DCP) and Conceptual plans for approximately 0.85 miles of Indian Creek Drive. The conceptual plans include roadway, drainage, signing & pavement markings, and signalization. In addition, coordination with key stakeholders is included. The conceptual plans are required as reference to the Design Build criteria package and will be performed in accordance with FDOT design requirements. The RFP will include FDOT design criteria as well as City of Miami Beach contract requirements required by the Design-Build Firm to properly submit a response to the RFP.

The Scope of Services task's include the following:

Project General Task

- Progress and Coordination Meetings with City of Miami Beach
- Coordination Meetings with Florida Department of Transportation (FDOT)
- Coordination meetings with required discipline reviewers
- Coordination meetings with key stakeholders.
- Coordination with Geotechnical, Surveyor, Structure and Environmental Consultants providing services to the City of Miami Beach.
- Plans review meetings and field review meetings.

Roadway Analysis and Plans:

- Typical Section and Pavement Design Package for FDOT approval
- Prepare RFP Design Criteria and requirements
- Line and Grade analysis including transitions into side streets
- Prepare Roll Plots. Includes horizontal, profile, utilities, and drainage.
- Prepare plan details: typical section, back of sidewalk profile and cross sections (11"x17" sheets)
- Traffic Control Analysis and Roll Plots (including 3 phases)
- Schedule of Values
- Quantities: roadway and drainage
- Engineers Probable Construction Estimate

Drainage Analysis & Plan Production:

- **Pre-DCP Design Component:** Activities under this task include coordination with City & City's Contractor for 72" trunk-line & manholes construction. Also, includes providing design & plan production support for main trunk-line plan layout (horizontal/vertical control) and incidental miscellaneous drainage details.

- **RFP Design Component:** Activities under this task includes providing drainage analysis and master layout design file for proposed pump station and incidental roadway drainage (inlets, manholes, storm drain laterals & connection to trunk-line).

Utility Analysis:

- Utility master layout design file

Signing and Pavement Marking Analysis and Plan:

- Develop SAPM master plan (pavement markings only, no single post signs)
- Analysis of one (1) cantilever overhead sign
- Coordination with FDOT for cantilever overhead sign
- Quantities
- Prepare roll plot

Signalization Analysis and Plan:

- Develop Signalization master plan for 3 signalized intersections (conceptual: mast arm, control cabinet, pedestrian signals, and loops)
- As-built review and Field review.
- Coordination with maintaining agency
- Quantities
- Prepare roll plot

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Indian Creek Drive from 26th Street to 41st Street
 County: NA
 FPN: NA
 FAP No.: 54321

enter name of county
 NA
 54321

Consultant Name: Ribbeck
 Consultant No.: 0000
 Date: 5/21/2016

Staff Classification	Total Staff Hours From Firm	Project Manager	Sr Project Engineer	Project Engineer	Sr. Engineer	Engineer Intern	Sr. Designer	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Estimator	Insert Name	By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	192	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
4. Roadway Analysis	1,044	209	209	209	104	209	104	0	0	0	0	0	0	0	1,044	\$52,720	\$50.51	
5. Roadway Plans	378	0	0	0	0	151	151	0	0	0	0	0	0	0	378	\$12,712	\$33.63	
6a. Drainage Analysis	269	0	0	0	215	0	0	0	0	0	0	0	0	0	269	\$18,410	\$61.00	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
7. Utilities	40	0	0	0	0	0	40	0	0	0	0	0	0	0	40	\$1,000	\$25.00	
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
9. Structures - Misc. Tasks, Dwg. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00	
19. Signing & Pavement Marking Analysis	124	0	0	0	0	25	25	0	0	0	0	0	0	124	\$5,544	\$44.71		
20. Signing & Pavement Marking Plans	66	0	0	0	0	26	26	0	0	0	0	0	0	66	\$2,184	\$33.00		
21. Signalization Analysis	26	0	0	0	0	10	10	0	0	0	0	0	0	26	\$3,536	\$136.00		
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$950	\$34.00		
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00		
Total Staff Hours	2,200	455	275	372	319	421	356	0	0	0	0	0	0	2,198	\$107,448.00	\$48.88		

Check = \$107,448.00

OPERATING MARGIN: 163.76%
 FCM (Facilities Capital Cost Money): 38.5%
 EXPENSES: 0.787%
 Survey (Field - if by Prima) 0 \$ /day
 SUBTOTAL ESTIMATED FEE: 4-man crew days @ \$ /day
 Subconsultant: Ever Name Sub 1
 Subconsultant: Sub 2
 Subconsultant: Sub 3
 Subconsultant: Sub 4
 Subconsultant: Sub 5
 Subconsultant: Sub 6
 Subconsultant: Sub 7
 Subconsultant: Sub 8
 Subconsultant: Sub 9
 Subconsultant: Sub 10
 Subconsultant: Sub 11
 Subconsultant: Sub 12
 SUBTOTAL ESTIMATED FEE: \$325,596.45
 Geotechnical Field and Lab Testing \$0.00
 SUBTOTAL ESTIMATED FEE: \$325,596.45
 Optional Services \$0.00
 GRAND TOTAL ESTIMATED FEE: \$325,596.45

SALARY RELATED COSTS:
 OPERATING MARGIN: 163.76%
 FCM (Facilities Capital Cost Money): 38.5%
 EXPENSES: 0.787%
 Survey (Field - if by Prima) 0 \$ /day
 SUBTOTAL ESTIMATED FEE: 4-man crew days @ \$ /day
 Subconsultant: Ever Name Sub 1
 Subconsultant: Sub 2
 Subconsultant: Sub 3
 Subconsultant: Sub 4
 Subconsultant: Sub 5
 Subconsultant: Sub 6
 Subconsultant: Sub 7
 Subconsultant: Sub 8
 Subconsultant: Sub 9
 Subconsultant: Sub 10
 Subconsultant: Sub 11
 Subconsultant: Sub 12
 SUBTOTAL ESTIMATED FEE: \$325,596.45
 Geotechnical Field and Lab Testing \$0.00
 SUBTOTAL ESTIMATED FEE: \$325,596.45
 Optional Services \$0.00
 GRAND TOTAL ESTIMATED FEE: \$325,596.45

Notes:
 1. This sheet to be used by Prima Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Indian Creek Drive from 26th Street to 41st Street – Temporary Steel Sheet Pile Wall

Scope of Work – Structural

Revised March 28, 2016

The work consists of developing contract documents for approximately 1500 LF of bulkhead retaining wall. The contract drawings will consist of wall control drawings, notes and typical wall section depicting the City of Miami Beach pile and panel standard bulkhead wall details and do not include the actual wall design. The proposed new bulkhead wall will be located along the front face of the existing bulkhead wall within the City owned parcels.

The work will be performed in accordance with FDOT design requirements, and includes the following tasks:

1. Develop horizontal and vertical wall layout geometry based on survey cross sections depicting the location of the existing wall and baseline geometry.
2. Develop plan and elevation views of approximately 1500 LF of retaining walls.
3. Develop typical wall section of City of Miami Beach standard bulkhead wall, including provisions for drainage and utility pipe crossings.
4. Develop quantities and cost estimate.
5. Coordinate the work with the City of Miami Beach Engineer, Geotechnical Engineer, Drainage Engineer, and Utility Engineer.

Construction will be in accordance with FDOT Specifications.

Indian Creek Drive from 26th Street to 41st Street – Temporary Steel Sheet Pile Wall

Scope of Work – Structural

Revised March 28, 2016

The work consists of developing 30% preliminary documents and design build criteria for approximately 3000 LF of bulkhead retaining wall. The preliminary drawings will consist of wall control drawings, notes and typical wall section depicting the City of Miami Beach pile and panel standard bulkhead wall details and do not include the actual wall design. The proposed new bulkhead wall will be located along the front face of the existing bulkhead wall within future parcels anticipated to be purchased by or deeded over to the City.

In addition, we will develop 30% plans and details for the concrete drainage pump structure, including the design criteria for the Design Build criteria package.

The work will be performed in accordance with FDOT design requirements, and includes the following tasks:

1. Develop horizontal and vertical wall layout geometry based on survey cross sections depicting the location of the existing wall and baseline geometry.
2. Develop 30% plan and elevation view drawings and design criteria of approximately 3000 LF of retaining walls.
3. Develop 30% typical wall section of City of Miami Beach standard bulkhead wall, including provisions for drainage and utility pipe crossings.
4. Develop quantities and cost estimate.
5. Develop 30% design details, drawings, and design criteria for the future pump structure.
6. Coordinate the work with the City of Miami Beach Engineer, Geotechnical Engineer, Drainage Engineer, and Utility Engineer.

Construction will be in accordance with FDOT Specifications.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Indian Creek Drive from 28th Street to 41st Street - Phase 2 Bulkhead Retaining Walls & Pump Structure
 County: Miami-Dade
 FPN: NA
 FAP No.: NA

Consultant Name: Bolton Perez & Associates
 Project No.: 05112016
 Consultant No.: 05112016

Estimator: Jonathan Perez

Staff Classification	Total Staff Hours From Summary	Chief Engineer	Sr. Project Engineer	Project Engineer	Engineer	Designer	Engineering Intern	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	\$78.00	\$66.00	\$42.50	\$30.00	\$15.00	\$27.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg's, Non-Tech.	100	10	25	25	20	10	10	0	0	0	0	0	0	100	\$4,688	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segregated Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	200	20	50	50	40	20	20	0	0	0	0	0	0	200	\$9,795	#DIV/0!
18. Structures - Miscellaneous	40	4	10	10	8	4	4	0	0	0	0	0	0	40	\$48.98	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	340	34	85	65	68	34	34	0	0	0	0	0	0	340	\$10,851.50	\$48.98
Total Staff Cost		\$2,652.00	\$5,516.00	\$3,672.50	\$2,952.00	\$1,180.00	\$935.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$10,851.50	\$48.98

Check # = 18,851.50

SALARY RELATED COSTS:

OPERATING MARGIN: 185%

FCM (Facilities Capital Cost Money): 35%

EXPENSES: 0.8%

Survey (Field - if by Prime): 2.75%

SUBTOTAL ESTIMATED FEE: 4-man crew days @ \$ / day

Subconsultant: Error Name Sub 1

Subconsultant: Sub 2

Subconsultant: Sub 3

Subconsultant: Sub 4

Subconsultant: Sub 5

Subconsultant: Sub 6

Subconsultant: Sub 7

Subconsultant: Sub 8

Subconsultant: Sub 9

Subconsultant: Sub 10

Subconsultant: Sub 11

Subconsultant: Sub 12

SUBTOTAL ESTIMATED FEE: \$50,476.03

Geotechnical Field and Lab Testing

SUBTOTAL ESTIMATED FEE: \$50,476.03

Optional Services

GRAND TOTAL ESTIMATED FEE: \$50,476.03

4.2 Certificate of Completion

A Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.

Upon execution of the Certification of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Department for the overpayment, provided the net difference is not zero.

5.0 COMPENSATION RATES

The following tables are provided for definition of contractual rates. Table numbers not listed are not included in this document.

Table 5 – Unloaded Hourly Rates

Table 6 – Loaded Billing Rates

Consultant	Overhead	FCCM	OMDS plus CDAF	Direct Expense
Ribbeck Engineering, Inc.	165.56%	0.733%	38.50%	0.00%
A.D.A. Engineering, Inc.	181.47%	0.037%	33.50%	4.23%
A&P Consulting Transportation Engineers, Corp.	164.09%	0.034%	33.50%	2.36%
Atkins North America, Inc.	157.80%	0.047%	34.50%	14.34%
HR Engineering Services, Inc.	169.35%	0.249%	33.50%	14.33%
H. W. Lochner, Inc.	184.32%	0.300%	30.50%	29.00%
Keith and Schnars, P.A.	174.60%	0.438%	28.50%	9.14%
Kimley-Horn and Associates, Inc.	193.50%	0.648%	34.50%	6.58%
Marlin Engineering, Inc.	134.95%	0.016%	40.50%	2.19%

The above rates for overhead, FCCM, Operating Margin, and Direct Expense are fixed and are not subject to audit adjustment during the term of this agreement.

Consultant	Job Class/Name	Unit	Rate
Ribbeck Engineering, Inc.	Engineering Intern	Hour	\$31.00
	Project Engineer	Hour	\$56.00
	Project Manager	Hour	\$65.00
	Senior Designer	Hour	\$32.20
	Senior Engineer	Hour	\$60.00
	Senior Project Engineer	Hour	\$58.00
	Senior Scientist	Hour	\$54.00

EXHIBIT B

PROJECT NAME :	SR 94/Kendall Drive from SW 7500 Block/SW 73 Place to US 1/South Dixie Hwy and SR 94/Kendall Drive from SW 77 Ave to US 1
AD NUMBER:	16641
CONTRACT NO.:	C-9024

CONSULTANT	OH	FCCM	OMDS	EXP	MULTIPLIER
Bolton Perez & Associates	165.25%	0.086%	34.00%	2.76%	302.10%

FIRM	CLASSIFICATION	RATE
Network Engineering Services, Inc. / dba Bolton Perez & Associates	Chief Engineering	\$78.00
	Engineer	\$39.00
	Engineering Intern	\$27.25
	Project Engineer	\$42.50
	Project Manager	\$78.00
	Senior Engineer / Basic Services - Lump Sum	\$66.00
	Senior Engineer / QC - Limiting Amount	\$66.00