

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** April 16, 2025

**Presenter's Name and Title:** Salvador Zuniga, City Engineer, on behalf of Engineering and Strategic Development.

**Prepared By:** DuSean Grant, Senior Project Engineer

**Temp. Reso. Number:** R8381

**Item Description:** Temp. Reso. No. R8381, APPROVING THE FINAL RANKING AND AWARD OF FDOT-LAP-REQUEST FOR QUALIFICATIONS NO. 25-10-56, ENTITLED: "PROFESSIONAL SERVICES FOR THE SHERMAN CIRCLE, FROM JODI LANE TO JODI LANE PROJECT - FM 445535.1" TO THE HIGHEST EVALUATION SCORING, MOST QUALIFIED RESPONSIVE AND RESPONSIBLE PROPOSER, KIMLEY-HORN AND ASSOCIATES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE PROVISION OF DESIGN SERVICES IN AN AMOUNT NOT-TO-EXCEED \$360,662. (City Engineer, Salvador Zuniga)

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk: Agreement signed on dais.**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_\_ feet of the property on \_\_\_\_\_ (fill in all that apply) Special Voting Requirement – As required by Sec. \_\_\_\_, of the City Code and/or Sec. \_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS:** Funding in the amount of \$360,662.00 is available in the City's Capital Improvement Program (CIP) Project No. 52116 – Sherman Circle, From Jodi Lane to Jodi Lane, GL Account No. 393-55-900-541-000-606502-52116 (\$342,401.00) CIP-Plan/Design/Eng. and GL Account No. 388-55-800-541-000-605502-52116 (\$18,261.00) CIP-Plan/Design/Eng.

**Content:**


- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8381**
  - **Exhibit A:** Proposed Professional Services Agreement with Kimley-Horn and Associates, Inc. with Exhibit to Agreement

- **Attachment(s)**
  - **Attachment 1:** Evaluation and Scoring Sheet
  - **Attachment 2:** Location Map



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Salvador Zuniga, City Engineer

**DATE:** April 10, 2025

**RE:** Temp. Reso. No. R8381, approving the final ranking and award of FDOT-LAP-Request for Qualifications No. 25-10-56 to the highest ranked, responsive and responsible proposer, Kimley-Horn and Associates, Inc. in an amount not-to-exceed \$360,662.

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 8381, approving the final ranking and award of FDOT-LAP-Request for Qualifications No. 25-10-56, ("RFQ"), entitled: "Professional Services For The Sherman Circle, From Jodi Lane to Jodi Lane Project - FM 445535.1" (the "RFQ") to the highest evaluation scoring, most qualified responsive, responsible proposer whose proposal is most advantageous to the City, Kimley-Horn and Associates, Inc. (the "Consultant"); and authorizing the City Manager to execute the proposed Professional Services Agreement with the Consultant for the provision of design services in an amount not-to-exceed \$360,662.

**ISSUE:** City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412 (a)(1).

**BACKGROUND:** The Broward MPO's Complete Streets and other Localized Initiatives Grant Program ("CSLIP") provides funding for small local transportation projects which improve the safety and mobility for all transportation users in Broward. This competitive grant program can fund projects such as, but not limited to; complete streets projects, traffic calming and intersection improvements, American Disability Act ("ADA") upgrades, mobility hubs, bus shelters, bike racks and technology advancements, such as transit signal priority and traffic control devices.

The Sherman Circle, From Jodi Lane to Jodi Lane Project ("Project") was ranked and selected for funding from the Broward MPO's 2018 CSLIP Cycle 3 Application. The project is to be completed using the Florida Department of Transportation's ("FDOT"), Local Agency Program ("LAP") delivery method for professional services (design).

On October 15, 2024, the City's Procurement Department advertised the RFQ in a newspaper of general circulation, DemandStar and Social Media. Four proposals were received on November 14, 2024, the date of the scheduled proposal submittal deadline.

On December 11, 2024, the appointed selection committee comprised of City staff evaluated, scored, and ranked all submittals based on the criteria contained in the RFQ.

On December 19, 2024, oral presentations were conducted with the four proposers, and the committee determined the Consultant as the highest evaluation scoring, most qualified responsive, responsible proposer whose proposal is most advantageous to the City.

The City and the Consultant have negotiated the fees for design services for the Project in an amount not-to-exceed \$360,662.

The Project Manager for this Project is DuSean Grant, Senior Project Engineer.

**DISCUSSION** The Sherman Circle, From Jodi Lane to Jodi Lane Project involves the following improvements:

- Replace existing 5' wide sidewalk with a wider shared-use path
- Installation of LED pedestrian lighting along the limits of Lakeshore Park
- ADA ramps and other incidental elements

The project will be delivered via the LAP delivery method which is a reimbursement-based program. The City Commission approved Reso 24-137 in support of the project and committing to fund upfront costs for Design, Construction and Construction Engineering and Inspection (CEI) services, to be reimbursed on a determined frequency pursuant to a LAP agreement for each corresponding phase. The execution of this Agreement is for the Design phase. The City will be responsible for any contingencies.

**ANALYSIS:** FDOT will reimburse costs for design, except for contingencies, on a quarterly basis, as per the LAP agreement. FDOT will reimburse the City up to a maximum amount of \$342,401. The City allocated sufficient funds in the Capital Improvement Program (CIP) Project No. 52216 - Sherman Circle, From Jodi Lane to Jodi Lane, anticipating the upfront costs for design.

This is a Federally Funded project where no CBE/SBE participation is allowed.



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**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FINAL RANKING AND AWARD OF FDOT-LAP REQUEST FOR QUALIFICATIONS NO. 25-10-56, ENTITLED: “PROFESSIONAL SERVICES FOR THE SHERMAN CIRCLE, FROM JODI LANE TO JODI LANE PROJECT- FM 445535.1” TO THE HIGHEST EVALUATION SCORING, MOST QUALIFIED RESPONSIVE AND RESPONSIBLE PROPOSER, KIMLEY-HORN AND ASSOCIATES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE PROVISION OF DESIGN SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$360,662; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Sherman Circle, From Jodi Lane to Jodi Lane Project - FM 445535.1 (“Project”) was ranked and selected for funding from the Broward Metropolitan Planning Organization (“MPO”) 2018 CSLIP Cycle 3 Application; and

**WHEREAS**, the Florida Department of Transportation (“FDOT”) has allocated design funds for the Project on their 5-year work program; and

**WHEREAS**, the City of Miramar (“City”) will deliver the Project in accordance with FDOT’s Local Agency Program (“LAP”); and

**WHEREAS**, the City solicited the delivery of professional services in the form of a complete contract package associated with the design of sidewalks, pedestrian lighting

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and American Disability Act (“ADA”) compliant ramps throughout the project limits; and

**WHEREAS**, on October 15, 2024, the City's Procurement Department advertised the FDOT-LAP-RFQ 25-10-56 (“RFQ”) in a newspaper of general circulation, DemandStar and social media; and

**WHEREAS**, four proposals were received on November 14, 2024, the date of the scheduled proposal submittal deadline; and

**WHEREAS**, on December 11, 2024, the appointed selection committee comprised of City staff evaluated, scored, and ranked all submittals based on the criteria contained in the RFQ; and

**WHEREAS**, on December 19, 2024, oral presentations were conducted with the four proposers, and the committee determined Kimley-Horn and Associates, Inc. (“Consultant”) to be the highest evaluation scoring most qualified responsive, responsible proposer whose proposal is most advantageous to the City; and

**WHEREAS**, The City and the Consultant have negotiated the fees for design services for the Project in an amount not-to-exceed \$360,662; and

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**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City to approve and authorize the City Manager to execute the proposed Professional Services Agreement with Kimley-Horn and Associates, Inc., in an amount not-to-exceed \$360,662, in the form attached hereto as Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That the City Commission approves the award of FDOT-LAP-RFQ No. 25-10-56, to Kimley-Horn and Associates, Inc.

**Section 3:** That the City Manager is authorized to execute the proposed Professional Services Agreement with Kimley-Horn and Associates, Inc., in an amount not-to-exceed \$360,662, in the form attached hereto as Exhibit "A," together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4:** That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 5:** That this Resolution shall take effect immediately upon adoption.

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**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

<b><u>Requested by Administration</u></b>	<b><u>Voted</u></b>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

Reso. No. \_\_\_\_\_





**AGREEMENT BETWEEN  
THE CITY OF MIRAMAR, FLORIDA  
AND  
KIMLEY-HORN & ASSOCIATES, INC.  
FOR PROFESSIONAL SERVICES FOR SHERMAN CIRCLE,  
JODI LANE TO JODI LANE PROJECT- FM 445535.1**

**THIS AGREEMENT** ("Agreement") is made effective on the last date of execution herein between the CITY OF MIRAMAR, FLORIDA ("City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Kimley-Horn & Associates, Inc. ("Consultant"), a foreign profit corporation authorized to conduct business in the State of Florida, with its principal offices located at 3001 Weston Parkway, Cary, North Carolina 27513.

**WHEREAS**, the City issued Request for Qualification FDOT-LAP-RFQ No. 25-10-56, a Florida Department of Transportation ("FDOT") funded project ("RFQ") for Professional Services for the Sherman Circle, Jodi Lane to Jodi Lane Project – FM 445535.1 ( "Work", "Project" or "Services"); and

**WHEREAS**, Consultant was determined to be the highest most qualified evaluation scoring responsive, responsible Proposer; and

**WHEREAS**, Consultant and City have agreed upon a Scope of Services and fee for such Services, upon FDOT approval; and

**WHEREAS**, on \_\_\_\_\_, 2025, the Miramar City Commission awarded the RFQ to Consultant, upon FDOT approval; and

**WHEREAS**, Consultant is willing and able to perform these Services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

**WHEREAS**, City desires to engage Consultant to perform the Services specified herein under the terms of this Agreement.

**NOW THEREFORE**, the City and Consultant, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

Except as provided herein, terms used in this Agreement are defined in the RFQ, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the RFQ or in the General Terms and Conditions incorporated herein and made a part hereof. In the event of conflict, the definitions and all other terms and conditions contained in the RFQ shall govern.

## **ARTICLE 2**

### **SCOPE OF SERVICES**

**2.1** The work shall include all necessary labor, materials, machinery, tools, equipment, installation, incidentals, as necessary for the proper execution and completion of the work detailed in the RFQ, along with any and all additional Work included in the Contract Documents and the Consultant's proposal, attached hereto as **Exhibit "A"**.

## **ARTICLE 3**

### **CONSULTANT AND CITY'S RELATIONSHIP**

**3.1** The Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. The Consultant represents that it will furnish its best skill and judgment in performing the Consultant's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

**3.2** By signing this Agreement, the Consultant accepts a fiduciary duty with the City and warrants and represents to the City that the Consultant:

- A.** Has all licenses and certifications required by applicable Law to perform the Consultant's Services and the Work;
- B.** Is experienced in all aspects of the Work required for projects similar to the Project;
- C.** Will act in the City's highest and best interest in performing the Consultant's Services and the Work; and
- D.** That no employee or affiliate of the Consultant, including all Subconsultants, Subcontractors and Suppliers (if any), at any tier, has been convicted of a public entity crime pursuant to Section §287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

**3.3** The Consultant acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

#### **ARTICLE 4**

##### **TERM**

The term of this Agreement shall commence upon the last date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein. Term should not exceed 400 Calendar days from the City issued Notice to Proceed.

#### **ARTICLE 5**

##### **CONSULTANT'S RESPONSIBILITIES**

**5.1** Consultant agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines set forth in the City's Code and all other applicable Laws, ordinances and governmental rules, Regulations and orders, now or at any time during the term of this Agreement.

**5.2** Consultant shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

**5.3** Consultant acknowledges that all meetings relating to Work performed pursuant to this Agreement shall take place via teleconferences, webinars, City facilities, or any venue as agreed to by both parties.

**5.4** Consultant agrees that its Services are to be performed within the limits prescribed by the City and represents that the standard of care for all Services performed or furnished by Consultant under this Agreement, will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar conditions.

**5.5** Consultant is prepared to begin Work on the Project immediately upon receipt of a copy of this fully executed Agreement. Consultant, in consultation with the City, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule, submitted by the Consultant and accepted by the City.

#### **ARTICLE 6**

##### **CITY'S RESPONSIBILITIES**

**6.1** In exchange for the Services to be performed by Consultant, outlined herein and in Exhibit "A" of this Agreement, the City agrees to compensate the Consultant pursuant to the Services in the amount of Three Hundred Sixty Thousand, Six Hundred Sixty-Two Dollars (\$360,662.00)."

**6.2** Compensation shall be invoiced by Consultant and paid by the City as follows: Consultant shall submit monthly invoices to the City for review. Each invoice

shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Consultant during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30<sup>th</sup> Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

## **ARTICLE 7**

### **INDEMNIFICATION**

**7.1** To the fullest extent permitted by Laws and Regulations, the Consultant shall indemnify, and hold harmless the City, FDOT, State of Florida, its officers, directors, agents, and employees, against and from all claims, actions, damages and liability arising out of, relating to, or resulting from negligence or wrongful acts, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City, FDOT and State of Florida, to the extent and within the limitations of Section 768.28 Such indemnification by the Consultant shall include but not be limited to the following:

**A.** Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Consultant, its employees, or agents;

**B.** Liability or claims arising directly or indirectly from the use or manufacture by the Consultant, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;

**C.** Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or FDOT or any other parties by the Consultant, its employees or agents;

**D.** Liabilities or claims arising directly or indirectly from the willful misconduct of the Consultant, its employees or agents; and

**E.** Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Consultant.

**7.2** The Consultant shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of Architects, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

**7.3** This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Consultant or any Subconsultant (if any) or other person or organization under workers'

compensation Laws, disability benefit acts, or other employee benefit acts, or insurance coverage.

**7.4** The Consultant acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total negotiated Proposal Price and is included in the Proposal Price to be paid by City to the Consultant, as consideration for the indemnification given by the Consultant to the City.

**7.5** The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by City and FDOT to indemnify Consultant for the negligent acts or omissions of the Consultant, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Consultant to indemnify the City and FDOT for the negligent acts or omissions of the City and FDOT, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

## **ARTICLE 8** **TERMINATION**

**8.1** TERM OF AGREEMENT - This Agreement shall commence on the date that it is fully executed by all parties. Consultant shall begin Work promptly after receipt of a fully executed copy of this Agreement from City and complete the Project within the completion timeframes established in the Project Schedule as set forth in Exhibit "B". With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. However, the completion timeframes shall be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the Consultant has no control, if City approves such extensions in writing.

**8.2** TERMINATION - For Convenience - This Agreement may be terminated by City for convenience upon 30 calendar Days' written notice to Consultant. In the event of termination by City, Consultant shall be paid for all authorized Services rendered to the date of such termination. The amount payable to Consultant in the event of such termination shall be a pro rata amount determined on the basis of the amount and value of the Work performed prior to Consultant's receipt of notice of termination for the applicable Work performed. In exchange for such payment, Consultant shall turn over to City all work product which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.

**8.3** TERMINATION - For Cause - This Agreement may be terminated by either party upon five calendar Days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Consultant abandons this Agreement or causes it to be terminated by City, Consultant shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience

under Article 8.2 and the provisions of Article 8.2 shall apply.

## **ARTICLE 9**

### **DEFAULT**

**9.1** An event of default shall mean a breach of this Agreement by Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- A.** Consultant has not performed Services on a timely basis as set forth in the Project Schedule agreed to by both parties;
- B.** Consultant has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C.** Consultant has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services;
- D.** Consultant has become insolvent or has assigned the proceeds received for the benefit of Architect's creditors, or Architect has taken advantage of any insolvency statute or debtor/creditor law or, if Architect's affairs have been put in the hands of a receiver;
- E.** Consultant has failed to obtain the approval of City where required by this Agreement;
- F.** Consultant has failed in the honoring of any warranties; or
- G.** Consultant has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

**9.2** In the event Consultant fails to comply with the provisions of this Agreement, City may declare Consultant in default, notify Consultant in writing, and give Consultant 15 calendar Days to cure the default. If Consultant fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 8.3. In the event payment has been made for such professional Services not completed, Consultant shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 8 above, and its right for damages under Article 9.3.

**9.3** In the event of Default, Consultant shall be liable for all damages resulting from the default, including but not limited to:

- A.** Lost funding, and

- B.** The difference between the cost associated with procuring services and the amount actually expended by City, including procurement and administrative costs.

**9.4** City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

## **ARTICLE 10**

### **DELIVERY OF MATERIALS**

**10.1** Upon receipt of notice of termination under Articles 8 or 9 above, Consultant shall immediately deliver to City all Materials held or used by Consultant in connection with the Services except those Materials, if any, owned by Consultant or supplied by Consultant at Consultant's own cost. If, at the time of termination further sums are due Consultant, Consultant shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

**10.2** Upon receipt of notice of termination for any reason, Consultant shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Consultant to perform. Consultant shall perform additional Services with the standard of care as stated in Article 5 above.

## **ARTICLE 11**

### **CONTRACT DOCUMENTS**

**11.1** The Contract Documents which comprise the entire agreement between City and Consultant concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (i f an y ) which may be delivered or issued after t h e Effective Date of this Agreement;
- All Addenda;
- Consultant's Proposal;
- Solicitation or RFQ, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.



**112** There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

## **ARTICLE 12** **ASSIGNMENT**

No assignment by the Consultant of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent and approval of FDOT and the City, which may be withheld for any reason.

## **ARTICLE 13** **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Consultant shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Consultant and all Subconsultants (if any) shall conform to all OSHA, federal, state, county and City Regulations while performing under this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Consultant.

## **ARTICLE 14** **AUDIT AND INSPECTION RIGHTS**

**14.1** The City may, at reasonable times and for a period of up to five years following the date of Final Completion, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Agreement. Consultant agrees to maintain all such books and records at its principal place of business for a period of five years after final payment is made under this Agreement.

**14.2** The City may, at reasonable times during the term hereof, inspect Consultant's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Consultant under this Agreement conform to the terms hereof and/or the terms of this Agreement. Consultant shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to and made in accordance with all applicable Laws, including but not limited to the provisions of the City Code and Chapter 20.055(5), Florida Statutes, as same may be amended or supplemented from time to time.

**14.3** The City may, as deemed necessary, require from the Consultant support and/or documentation for any submission. Upon execution of the Agreement, the Consultant agrees that the City shall have unrestricted access during normal working hours to all Consultant's records relating to this Project, including hard copy as well as electronic records, for a period of five years after Final Completion.

**144** In accordance with Section 20.055(5) F.S., It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.

## **ARTICLE 15**

### **SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

## **ARTICLE 16**

### **PUBLIC RECORDS**

**16.1** The Consultant shall comply with The Florida Public Records Act as follows:

**16.1.1** Keep and maintain public records in the Consultant's possession or control in connection with the Consultant's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

**16.1.2** Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

**16.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.

**16.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Consultant shall be delivered by the Consultant to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

**16.1.5** The Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**16.16 IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

## **ARTICLE 17**

### **OWNERSHIP OF DOCUMENTS**

**17.1** Unless otherwise provided by law, any and all original construction drawings, line drawings and specifications reports, computer disks, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Consultant shall be withheld until all documents are received as provided herein. Copies of all drawings and specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by the regulations of the Florida state authorities governing the practice of consultants) of any drafts, work papers, samples, prototypes, models, sketches, conceptual or schematic drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which are the subject of this Agreement, regardless of the state of completion of the work, and regardless of the source (collectively, Consultant's "Work") that Consultant has retained in his possession.

**17.2** All Consultant's Work other than one set of original construction drawings, line drawings, specifications, and prepared by the Consultant shall be the property of the City and may be used by the City as the City sees fit. The original physical drawings and specifications retained by the City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared.

**17.3** To the fullest extent permitted by Federal and Florida law, Consultant hereby transfers to the City and FDOT, for good and valuable consideration, all copyright, trademark, and patent rights regarding Consultant's scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Consultant agrees to sign any and all further documents deemed necessary by the City and FDOT to protect the copyright, trademark and patent rights being transferred to the City and FDOT that are related to the Consultant's scope of work performed on the Project.

**17.4** In addition, to the fullest extent permitted by Federal and Florida law, Consultant agrees to require its sub-consultants, vendors, architects, engineers and other professional trades who perform services for the Project to transfer to the City and FDOT all of their copyright, trademark, and patent rights related to their scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Consultant agrees to have its sub-consultants, vendors, architects, engineers and other professional trades sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent rights being transferred to the City that

are related to their scope of work performed for the Project.

**17.5** Consultant agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent the City's prior written consent, and further agrees not to reuse same for any purpose without the City's and FDOT's prior written consent. Consultant expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, who may reuse them as it sees fit. Upon the completion or termination of Consultant's involvement on a given Project, any and all documents, information or use rights provided to the Consultant for purposes of or in connection with the Consultant's performance of this Agreement in connection with that Project, or otherwise related to the Project, shall be returned to the City, without Consultant retaining any copies except that Consultant retain copies of documents or information furnished by the City which were influential in Consultant's production of the Work, so long as the Consultant holds same in confidence and does not disseminate them or share them with any other third parties.

**17.6** The City recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of the Construction Contract, may be revised by others without the knowledge or consent of the Consultant, and, when plotted, may result in variances or corrupt other files of the user. The City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Consultant will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display, all indices of the Consultant's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Consultant.

**17.7** All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Consultant pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Consultant to City within 10 calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Consultant use or permit to be used any of the documents without the City's prior written authorization.

**17.8** All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Consultant for this Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

**17.9** All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

## **ARTICLE 18**

### **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**18.1** Consultant understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Consultant agrees to comply with and observe all applicable Laws, codes and ordinances as they may be amended from time to time.

**18.2** Consultant agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Consultant also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

**18.3** The knowing employment by Consultant or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

## **ARTICLE 19**

### **INSURANCE**

**19.1** Consultant, as the Prime, shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:  
  
\$1,000,000 each occurrence, \$2,000,000 general aggregate;  
  
Professional Liability: \$1,000,000;
- Products and Complete Operations Aggregate: \$2,000,000;
- Personal Injury and Advertising Injury: \$1,000,000;
- Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence;
- Property Damage, \$500,000 each occurrence or combined single limit of \$1,000,000 each occurrence;
- Automobile Liability: \$1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability: \$1,000,000 each accident,

\$1,000,000 each employee for injury by disease, \$1,000,000 aggregate for injury by disease.

**192** The City and FDOT shall be named as the certificate holder and an Additional Insured on all certificates. All liability insurance policies shall have endorsements adding the City and FDOT as an Additional Insured, a waiver of subrogation in favor of the City and FDOT and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Consultant's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

## **ARTICLE 20**

### **INDEPENDENT CONTRACTOR**

Consultant has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Consultant further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the City under this Agreement.

## **ARTICLE 21**

### **NONDISCRIMINATION**

Consultant represents and warrants to the City that Consultant does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

## **ARTICLE 22**

### **COSTS AND ATTORNEY FEES**

If either City or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

## **SECTION 23**

### **CONFLICT-OF-INTEREST**

**23.1** To avoid any conflicts of interest, or any appearance thereof, Consultant, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Consultant will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Consultant in completion of the Work tasks under this Agreement.

**23.2** Furthermore, Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with Consultants or vendors providing professional services on projects assigned to Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Consultant or its employees must be disclosed in writing to the City.

## **ARTICLE 24**

### **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

## **ARTICLE 25**

### **WAIVER**

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

## **ARTICLE 26**

### **BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.



## **ARTICLE 27**

### **NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery, by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

#### **TO CONSULTANT:**

ATTN: Stefano Viola, P.E.  
KIMLEY-HORN AND  
ASSOCIATES, INC.  
8201 Peters Road, Suite 2200  
Plantation, Florida 33324  
Telephone: (954) 535-5100  
Fax: [REDACTED]  
Email: [Stefano.viola@kimley-horn.com](mailto:Stefano.viola@kimley-horn.com)

#### **TO THE CITY OF MIRAMAR:**

ATTN: Dr. Roy L. Virgin, City Manager  
CITY OF MIRAMAR  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3115  
Fax: (954) 602-3672  
Email: [rvirgin@miramarfl.gov](mailto:rvirgin@miramarfl.gov)

#### **WITH A COPY TO:**

City Attorney  
Austin Pamies Norris Weeks Powell,  
PLLC. 401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311  
Telephone: (954) 768-9770  
Email: [miramarcityattorney@apnwplaw.com](mailto:miramarcityattorney@apnwplaw.com)

## **ARTICLE 28**

### **CITY'S OWN FORCES**

**28.1** The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Consultant's responsibilities under this Agreement.

**28.2** The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Consultant's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Consultant from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

## **ARTICLE 29**

### **LIMITATION OF LIABILITY**

**29.1** The City desires to enter into this Agreement only if in so doing the City can place a limit on City's 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 fee paid to Consultant herein, less any sums paid by the City. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Consultant herein, less any sums paid by the City.

**29.2** Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant agrees that the City shall not be liable to Consultant for damages in an amount in excess of the fee paid to the Consultant herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section §768.28, Florida Statutes.

**29.3** In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

## **ARTICLE 30**

### **NON-SOLICITATION**

Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

## **ARTICLE 31**

### **THIRD PARTY BENEFICIARY**

It is specifically agreed between the City and Consultant executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**ARTICLE 32**  
**WARRANTY AND GUARANTEE**

Consultant warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Consultant's profession. Consultant shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Consultant pursuant to this Agreement for four years after the date of acceptance of the Services by City. Consultant shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Consultant pursuant to this Agreement at no cost to the City.

**ARTICLE 33**  
**VENUE AND JURISDICTION**

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

**ARTICLE 34**  
**HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenience only and are not a part of this Agreement. Consultant has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

**ARTICLE 35**  
**SEVERABILITY**

**35.1** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

**35.2** City and Consultant each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all Contract Documents.

**ARTICLE 36**  
**REAFFIRMATION OF REPRESENTATIONS**

Consultant reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

**ARTICLE 37**  
**SCRUTINIZED COMPANIES**

**37.1** Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subconsultants are found to have submitted a false certification; or if the Consultant, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

**37.2** If this Agreement is for more than one million dollars, the Consultant certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subconsultants are found to have submitted a false certification; or if the Consultant, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**37.3** The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

**37.4** As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**ARTICLE 38**  
**CERTIFICATE OF COMPETENCY**

Consultant shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Consultant to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Consultant's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Consultant, and in its best interest, allow Consultant to supply the certificate(s) to the City during the first week of Work or Services.

**ARTICLE 39**  
**E-VERIFY PROGRAM**

In accordance with Florida Statutes §448.095, the Consultant, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Consultant may not subcontract any work for the City to any subconsultant that has not provided an affidavit stating that the subconsultant does not employ, contract with or subcontract with an unauthorized alien."

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**ARTICLE 40**  
**ENTIRE AGREEMENT**

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first above written.

**CITY OF MIRAMAR:**

By: \_\_\_\_\_  
City Manager  
Dr. Roy L. Virgin

**CONSULTANT:**

By: \_\_\_\_\_  
Vice President  
Stefano Viola

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Date: 3/25/2025

ATTEST:

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency  
for the use of and reliance by the City of  
Miramar, Florida only:

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC.

February 26, 2025

DuSean Grant  
Project Manager  
City of Miramar - Engineering & Strategic Development  
2200 Civic Center Place  
Miramar, Florida 33025

**Re: Proposal for Sherman Circle LAP, from Jodi Lane to Jodi Lane**  
**FM #445535-1**  
**FDOT – RFQ #24-09-47**

Dear Mr. Grant:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this scope of services to City of Miramar (“Client” or “City”) for providing engineering services for the Sherman Circle LAP project.

The following is our scope of services and fee.

## **SCOPE OF SERVICES**

### **PROJECT UNDERSTANDING**

The City of Miramar was awarded a federally funded grant by the Broward Metropolitan Planning Organization’s (MPO) 2018 Complete Streets and Localized Initiatives Program (“CSLIP”). The City has committed to administer and deliver the project under its Local Agency Program (LAP) to construct sidewalks.

The project limits include approximately 1.9 miles of Sherman Circle from Jodi Lane to Jodi Lane. The project will be limited to the inside of the circle from the back of curb to the existing R/W line or 20’ Bicycle/Pedestrian Path Easement. The improvements will include widening the existing sidewalk to a width of 8’ and providing pedestrian level lighting at the entrance to the City of Miramar’s Lakeshore Park. The initial grant application considered a 10’ wide shared use path, however we are aware that conversations with the MPO have occurred, and the scope has been verbally agreed upon to reduce the width to 8’.

The Consultant will provide final civil engineering and design services to design bicycle and pedestrian improvements and prepare project implementation documents consisting of plans, permit applications, and project cost estimates for bicycle and pedestrian improvements noted above. Design improvements will be provided as one bid package.

### **SCOPE OF SERVICES**

Kimley-Horn will provide the services specifically set forth below.

#### ***TASK 1 –PRELIMINARY DESIGN SUBMITTALS***

##### **Task 1.1 Base Mapping and Survey**

Kimley-Horn will contract with a subconsultant to provide a topographic survey that will serve as background on the final design drawings.

A Specific Purpose / Topographic Survey (approximately 1.9 miles) will be prepared and will meet and be certified to the applicable portions of the Standards of Practice as set forth in the Florida Board of



Professional Surveyors and Mappers in rule 5J-17.050-0.52, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes governing Surveying and Mapping.

The survey will be from the back of the curb, across the existing walk, and extend to the back of the walkway easement.

Above-ground data will be obtained to create a surface of the existing conditions. Topography will include visible fixed improvements such as trees, natural ground, back of curbing, sidewalk, above-ground utilities, etc. Sufficient data will be obtained to create a DTM surface. Grade breaks will be included. The maximum interval between cross-sections will be 100'.

- Set (21) Project Control Points. Obtain horizontal data through redundant GPS observations and vertical data (NAVD88) through a level run.
- Trees and landscaping areas will be located.

An electronic DTM of the existing ground surface and points file with elevations will be provided in lieu of spot elevations.

#### Task 1.2 Field Reviews

Kimley-Horn will perform field observations to field check and document visible conditions relevant to the design. This consists of observing pavement conditions, condition of concrete features (curb ramps, curb and gutter, sidewalk, and driveways), surface utility features, traffic signal loops, and other constraints found within the project limits. Up to two field visits are anticipated throughout the life of the design project.

#### Task 1.3 Preparation of FDOT Preliminary LAP Submittal

Kimley-Horn will develop a preliminary design package during the preliminary phase. An Opinion of Probable Construction Cost (OPC) will be prepared based on the requested design elements and limits noted in the understanding of this scope and submitted to FDOT with the Preliminary Submittal. This submittal will provide the documentation to the MPO stating the change in scope from the 10' shared use path to the 8' sidewalk and limited locations of pedestrian level lighting.

Kimley-Horn will submit the following documentation for the FDOT Preliminary Phase LAP submittal Checklist:

- Project Scope
- Location Map
- Preliminary Engineering Estimate with signatures (opinion of probable construction cost)
- City to provide completed LAP Certification Package to FDOT

#### Task 1 Deliverables:

- Preliminary Submittal (Project Scope, Map, and Engineers Estimate per LAP requirements)

#### **TASK 2 - INITIAL DESIGN (30%) SUBMITTAL**

Kimley-Horn will produce and submit the following documentation for the FDOT Initial Phase LAP submittal Checklist:

- Initial Plans (30%)
- Engineering Estimate (30%) with signatures (opinion of probable construction cost)
- Environmental Documents

#### Task 2.1 NEPA Backup Documentation

Kimley-Horn will contract with a subconsultant that will conduct a Cultural Resource Assessment Survey (CRAS) of the project Area of Potential Effect (APE) for the bike and pedestrian improvements. This CRAS will consist of historical background research, an architectural history survey, examination of historical maps, pedestrian survey, and the excavation of subsurface shovel tests.

The fieldwork and subsequent report will be completed in accordance with Part 2, Chapter 8 of FDOT's PD&E Manual, Chapter 3 (Site Identification) of the FDOT Cultural Resource Management Handbook, the Florida DHR's *Cultural Resource Management Standards and Operation Manual, Module Three: Guidelines for Use by Historic Preservation Professionals*, and Rule Chapter 1A-46 F.A.C. The work will comply with the provisions of Chapter 267, *Florida Statutes*, as well as Section 106 of the National Historic Preservation Act of 1966, as amended (Public Law 113-287 [Title 54 USC]).

#### AREA OF POTENTIAL EFFECT (APE)

For this project, in areas where the project proposes the replacement of existing pedestrian facilities, the APE will be limited to the existing right-of-way within which the improvements will be constructed; in areas where the pedestrian facility will be a new feature constructed by the project, the APE will be expanded to the back or side property lines of parcels adjacent to the proposed new features.

The archaeological survey will be limited to the project construction area (i.e., the existing and/or proposed right-of-way or sidewalk footprints). The architectural survey will include the entire APE.

#### FIELDWORK

Prior to fieldwork, SUBCONSULTANT will use the Sunshine State One Call of Florida, Inc. (SSOCOF) system to coordinate for the location of buried utilities within the proposed project area.

Archaeological fieldwork will include 2 days of fieldwork for a team of 2 archaeologists. Architectural fieldwork will include 2 days of fieldwork for a team of 2 architectural historians. Fieldwork will be completed in two field mobilizations: one for the archaeological survey and one for the architectural history survey.

#### LAB ANALYSIS AND REPORTING

This proposal includes the cost of collecting, processing, analyzing, temporarily curating, and shipping up to 10 artifacts; laboratory work for any additional artifacts will be considered a project change and additional services.

Upon project completion, any artifacts recovered during the project will be transferred to the appropriate facility for permanent curation.

#### Task 2.2 Type I Categorical Exclusion

Kimley-Horn will attend one (1) kickoff meeting with the City of Miramar to discuss the project details. Kimley-Horn will review readily available GIS databases to determine listed species known in the area or those species that could potentially occur within the project corridor or immediate vicinity. This will also include a review of the existing land use/land cover as mapped by the South Florida Water Management District (SFWMD) and the existing soil survey. Kimley-Horn will also request information from the Florida Natural Areas Inventory (FNAI) and the US Fish and Wildlife Service (USFWS) IPaC Trust Resources Report. Lastly, the Florida Department of Environmental Protection (FDEP) OCULUS database will be

researched for existing contamination data within and adjacent to the project corridor. Following this desktop review, Kimley-Horn will conduct field reconnaissance to review the project corridor, including conducting a listed species survey and a wetland survey. Representative photographs will be taken, and a photographic log will be prepared. Additionally, due to the project occurring within the Florida bonneted bat consultation area, a roost survey will be prepared for any trees that are proposed for removal or trimming. A Florida bonneted bat memorandum will be prepared summarizing the methodology utilized and the survey results. This memorandum will be included as an appendix to the Type I Categorical Exclusion checklist.

Kimley-Horn will complete a Type I Categorical Exclusion checklist along with preparing a Back Up Memorandum and accompanying maps. The maps prepared will include a location map, US Geological Survey (USGS) Topographic map, Natural Resources Conservation Service (NRCS) soils map, land use/land cover map, potential contamination sites map, Federal Emergency Management Agency (FEMA) flood zone map, and a listed species map, if applicable.

#### Task 2.3 Initial Phase Design Horizontal Analysis

Prepare preliminary horizontal layout to the City to provide feedback to the design team prior to moving forward with full design layout.

Kimley-Horn will design the geometrics using the City and appropriate FDOT Standard Plans with proper consideration given to the design speed, functional classification, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, and scope of work.

#### Task 2.4 Roadway Plans

Kimley-Horn will develop roadway design and prepare street improvement plans at a scale of 1" = 40' (11"x17" PDF) to implement the proposed sidewalk and shared use path (SUP) improvements. Plan sheets are proposed to convey the horizontal geometry and improvements analyzed in Task 2.3.

Roadway plans consist of the following sheets:

Key Sheet, Typical Sections, General Notes/Pay Item Notes, Horizontal Control (as provided by Surveyor), and Roadway Plans.

#### Task 2.5 Opinion of Probable Construction Cost (Engineering Estimate)

Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPC) for the Initial phase submittal. Cost estimate will be prepared in FDOT bid tab format that will show Federal Highway Administration (FHWA) participating items and FHWA non-participating bid items. Given the recent inflation in the construction industry, the City shall plan on securing funding and coordinate with FDOT for any potential additional costs above the grant budget.

Kimley-Horn will prepare a cost analysis based on the horizontal geometry provided in Task 2.3 to determine the opinion of probable construction cost differences between an 8' concrete sidewalk and an 8' asphalt sidewalk. The differences in the opinion of probable construction costs will be provided to the City as part of the Initial Phase (30%) Submittal to make a determination of the sidewalk materials to be used with the ensuing design.

## Task 2.6 Geotechnical Report

Kimley-Horn will contract with subconsultant to provide limited geotechnical services for the project. Geotechnical Services will be based on our review of the provided project information, our general understanding of the project, and guidelines provided in the "Soils and Foundations Handbook" published by the Florida Department of Transportation (FDOT), and our engineering judgment.

### SUBSURFACE INVESTIGATION

1. Shallow continuous SPT probes/borings (5 ft deep) will be performed to evaluate subsurface conditions and ensure that deleterious material is not present near or below the existing ground. Each boring is at 500 ft spacings in adjacent to the road.
2. Maintenance of Traffic (MOT) during the investigation.
3. Backfill of borehole and sample collection locations with the extracted soil or crushed stone (No. 57 stone) where supplemental material is required. Placement of an asphalt surface patch of equal thickness at borehole core location.
4. Laboratory testing consists of representative gradations of collected materials.
  - a. Up to five (5) grain size distribution tests on the base course materials, five (5) organic content test by ignition, and five (5) soils moisture content laboratory test is being proposed.

The geotechnical report will present the data collected and conclusions and make recommendations for the geotechnical-related portions of the project. Our geotechnical reports will also include:

- General information about the project (Description of the project, significant geologic and topographic features of the site, all methods used during subsurface exploration, in-situ testing, laboratory testing, etc.)
- Interpretation of Subsurface Conditions
- Conclusion and Recommendations (strength and extent of unsuitable soils, soil drainage characteristics and permeability or infiltration rates, recommendations to minimize the effects of roadway construction, etc.
- Roadway Soils Survey Sheet

## Task 2.7 Drainage Analysis

Kimley-Horn will provide stormwater analysis services.

Since bike lanes and sidewalks qualify for a permit exemption from SFWMD, additional water quality provisions are only anticipated for SBDD and BCD. Consultant will apply for the permit exemption as applicable. Meet and coordinate with permitting agencies to establish design criteria, see permitting task for details.

Drainage analysis will be limited to proposed improvements within project limits and does not include stormwater modeling of the neighborhood, analysis of existing closed systems or addition of new outfalls.

### Task 2 Deliverables:

- Initial Engineering Submittal (30% Plans and Estimate) – PDF format
- Cost Analysis (Bid Alternatives) – PDF format
- CRAS Technical Report PDF and hardcopy to be submitted to SHPO
- Geotechnical Report – PDF format

### ***TASK 3 –CONSTRUCTABILITY DESIGN (90%) SUBMITTALS***

Kimley-Horn will produce and submit the following documentation for the FDOT Construction Phase LAP submittal Checklist:

- Design Plans (90%)
- Engineering Estimate (90%) with signatures (opinion of probable construction cost)
- Engineer's Backup
- LAP/FDOT No Additional Right-of-Way Certification Form
- Type I CE Checklist and Backup Memorandum
- LAP Type 1 Categorical Exclusion Checklist
- Documentation of Utility Coordination

#### Task 3.1 Constructability Phase Design Horizontal and Vertical Analysis

Kimley-Horn will review and address Initial Phase FDOT ERC comments and one-time combined City provided comments. Follow up with each reviewer as needed to expedite resolution of comments due to tight schedule.

#### Task 3.2 Roadway Plans

Kimley-Horn will continue to develop roadway design and prepare street improvement plans from Task 2.4. Update plan sheets to convey the horizontal geometry and improvements analyzed in Task 2.3. Analyze working profiles at back of sidewalk as needed. Working profiles will be used to confirm design, but profile sheets and their submittal is not required.

Kimley-Horn will prepare and coordinate with City to develop Level 1 traffic control notes for the major work phases of the overall project with reference FDOT Indices. Contractor will be required to submit their own detailed traffic control plans for review and approval prior to construction based on their approved project schedule.

#### Task 3.3 Signing and Marking Plan

Kimley-Horn will prepare signing and marking details at a scale of 1" = 40' (11"x17" PDF) to address re-establishment of impacted pavement markings as a result of the proposed improvement strategy and required signage for the sidewalk. The signing and marking plans will be limited to crosswalks and areas between the existing edge of pavement and existing road right-of-way. Required signing will be focused on the sidewalk areas only. Signing and marking may be accomplished with typical details. Standards will be according to the Manual on Uniform Traffic Control Devices (MUTCD) and Broward County Traffic Engineering Pavement Marking and Sign details. Show required notes and details for items that deviate from published standards.

#### Task 3.4 Landscape Analysis

Kimley-Horn will use the tree survey and field observations to design paths to avoid conflicts with trees where possible. We will produce an exhibit that indicates existing tree locations keyed to a chart that describes species, Diameter at Breast Height (DBH), and disposition for impacted trees/palms within the project limits. This exhibit will tabulate trees to remain, to be removed, and/or to be relocated. Kimley-Horn will provide adequate notes and details for the owner's selected contractor to submit the plan as a part of a tree removal permit.

#### Task 3.5 Opinion of Probable Construction Cost (Engineering Estimate)

Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPC) for the constructability phase submittal. Cost estimate will be prepared in FDOT bid tab format that will show FHWA participating items and FHWA non-participating bid items. Consideration will be made for optional and/or alternative bid items to assist the City meet project funding goals.

#### Task 3.6 Type I CE Checklist and Backup Memorandum

Kimley-Horn will review and address comments and provide a revised memorandum for approval.

#### Task 3.7 Erosion Control Plans

Kimley-Horn will prepare storm water pollution prevention plans (SWPPP) as required for environmental storm water permitting.

#### Task 3 Deliverables:

- Constructability Submittal (90% Plans and Estimate (PS&E)) – PDF Format

Any major design revision requests after the Constructability phase will be considered additional services.

#### **TASK 4 – PRODUCTION DESIGN (100%) SUBMITTALS**

Kimley-Horn will review and address FDOT ERC comments from the Constructability Phase submittal. Follow up with each reviewer as needed to expedite resolution of comments due to tight schedule.

Kimley-Horn will submit signed and sealed construction documents that entail plans, engineers estimate, specifications, checklists, and utility clear letters (provided by utilities).

Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPC) for the production phase submittal. Cost estimate will be prepared in FDOT bid tab format that will show FHWA participating items and FHWA non-participating bid items.

#### Task 4 Deliverables:

- Production Submittal (100% Plans, Specifications, and Estimate (PS&E)) – PDF and CAD Format

#### **TASK 5 – UTILITY COORDINATION**

Due to the location of existing above ground utilities along the proposed sidewalk widening, utility coordination and relocation is anticipated. Kimley-Horn will continue to coordinate and provide plan sheets to utility agency owners (UAO's) to identify their existing and proposed facilities and to determine if they have compensable rights; request estimates from UAO's of any compensable rights and include it in the project's cost from Task 2.5 and 3.5. Based on UAO's marked plans, confirm existing utilities in the roadway design are shown in the provided survey base file. Construction plans for relocation of any utilities will be performed by the UAOs and is not included in this scope. Conduct up to two combined utility coordination virtual meetings and up to three (3) virtual meetings with individual UAOs to resolve potential conflicts.

Coordinate resolution of utility conflicts and request utility relocation schedules from UAO's.

City Utility Department will identify any desired improvements within project limits and provide all information required for coordination with the project.

#### **TASK 6 – PERMITS**

Kimley-Horn will provide permitting services for the project. Since no widening for vehicular traffic is anticipated, the proposed improvements can be exempt from a SFWMD Environmental Resource Permit per F.A.C. Section 62-330.051 under the following conditions:

(10) The construction, alteration, maintenance, removal, or abandonment of recreational paths for pedestrians, bicycles, and golf carts, provided the paths:

- (a) Are not located in, on, or over wetlands or other surface waters; (b) There is no reduction in the capacity of existing swales, ditches, or other stormwater management systems legally in existence under Chapter 403 or Part IV of Chapter 373, F.S.; (c) Have a width of eight feet or less for pedestrian paths, and 14 feet or less for multi-use recreational paths; (d) Are not intended for use by motorized vehicles powered by internal combustion engines or electric-powered roadway vehicles, except when needed for maintenance or emergency purposes; and (e) Comply with the limitations and restrictions in paragraph 62-330.050(9)(a), F.A.C.

Although this project may be exempt from permitting from SFWMD, we will still need to demonstrate to South Broward Drainage District (SBDD) and Broward County Drainage (BCD) that the proposed improvements, to the maximum extent possible, will not increase authorized discharge and decrease in required retention/detention.

Permitting is anticipated with the following agencies:

- South Broward Drainage District (SBDD)
  - Drainage
- Broward County Highway Construction and Engineering Division
  - Roadway, paving, and traffic control systems for access
  - Signing and Marking
- Broward County Environmental Resource Permit
  - Drainage
- City of Miramar Building Permit
- National Pollutant Discharge Elimination System (NPDES):
  - Preparation of Storm Water Pollution Prevention Plans (SWPPP) – City's Contractor shall complete the necessary application and submittal to obtain the general permit. The City's contractor shall be responsible for obtaining, maintaining, and operating the construction site according to the EPA and NPDES guidelines.

Consultant does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. Consultant is not responsible for extending time limited entitlements or permits. The City shall provide all permit fees.

#### **TASK 7 – PUBLIC INVOLVEMENT**

Kimley-Horn will attend and conduct one public meeting with stakeholders as follows:

- Meeting after Initial Phase Submittal to cover the project limits. Meeting will be either virtual or in-person open house style but not both.



Kimley-Horn will prepare a public meeting notice for the proposed meetings and provide to the City to advertise to residents.

Prepare exhibits for meeting from previously developed project plans and public comment cards.

#### **TASK 8 – PROJECT MANAGEMENT AND LAP COORDINATION**

Project management entails activities related to initiating, planning, executing, controlling, and closing the Project. Kimley-Horn will attend an initial kick-off meeting to verify project elements, scope, and schedule; prepare for and attend monthly meetings with City staff. Additionally, communicate with designated City staff (via phone, teleconference, email, etc.) to provide coordination between City staff and the Designer. (Assumed an 18-month design schedule for budgeting purposes). Provision, monitoring, and updating of schedule of services being provided. Provide monthly design progress reporting and invoicing.

Except for the Project Kick-off and Site Visits, all project meetings are anticipated to be held virtually (except for public meeting) subject to updates on COVID-19 guidance by the City, Consultant, and all other relevant permitting agencies.

Kimley-Horn will coordinate the LAP process to completion by processing project design and submittals through LAP. This consists of plans, specifications, checklists, cost estimates and coordination. Consultant will attend meetings with FDOT and attend teleconferences as required (for budgeting purposes, assume up to 2 meetings and 4 teleconferences are required).

Construction Engineering and Inspection (CEI) consultant advertisement, bid advertisement, FHWA checklists, right-of-way certification form, LAP agreement and commission resolution will be completed by the City representatives). Kimley-Horn will be available to answer questions from the City.

Kimley-Horn will, per the LAP process, submit Preliminary, Initial, Constructability, and Production Phase submittal to FDOT and address review comments in FDOT ERC system for each submittal. Follow up with each reviewer as needed to expedite resolution of comments.

Kimley-Horn will coordinate with Broward County Transit (BCT) to confirm any potential relocation of bus stops and/or shelters during the design phase. The scope does not include design of bus shelters.

#### **TASK 9 – PEDESTRIAN LIGHTING PHOTOMETRICS DESIGN**

Kimley-Horn will assist the City with fixture selection by providing light fixture information based on FPL LED Lighting Solutions. Kimley-Horn will perform one (1) photometric analysis and lighting design for pedestrian facilities based on the selected fixture along approximately 600' at the intersection of Stacey Lane and Sherman Circle at the entrance to the City of Miramar's Lakeshore Park in accordance with 2018 Florida Greenbook lighting criteria. The photometric analysis will be based on a post top light fixture and pole selected by the City of Miramar from FPL LED Lighting Solutions. The photometric analysis will account for existing street lighting provided by FPL. Based on the photometric analysis approved by the City, additional deliverables include a lighting design memorandum documenting pedestrian lighting. The lighting memorandum will include design criteria, photometric results and supporting documentation.

Kimley-Horn will prepare, and coordinate lighting layout exhibits with FPL to allow FPL to design the lighting system. Kimley-Horn will use utility information obtained in Task 5 to review the light pole locations for constructability. This coordination will include one round of comment incorporation from FPL. FPL will provide the completed plans to be included as part of the bid package for the City's selected contractor to implement, it is our understanding the City has elected to have the selected contractor install FPL provided conduit and pullboxes for the new lighting. FPL will install lights, wires, and pull permits and work directly with the City. FPL will provide Kimley-Horn with quantities for conduits and pullboxes corresponding to their

completed plans to be included with in the overall project quantity table for bidding.

## OPTIONAL SERVICES

### ***TASK 10 – ARBORIST***

Arboricultural services limited to condition assessments for trees within the project limits which may be impacted by the proposed improvements for up to 200 trees. The condition assessment will be limited to a visual inspection and disposition recommendation. Additional information including value assessments, root excavation analysis and relocation recommendations are not included in this optional service.

#### **Sheet List**

- Cover/Key Sheet
- General Notes
- Summary of Quantities/Pay Item Footnotes
- Typical Sections (2 Sheets)
- Horizontal Control (15 Sheets)
- Roadway Plans (15 Sheets)
- Working Roadway Profiles (back of sidewalk) (10 Sheets)
- Working Roadway Cross Sections at 100' interval (50 Sheets)
- Misc. Construction Details (3 sheets)
- Drainage Details (2 Sheets)
- Traffic Control Plan Typical Sections and General Notes (2 Sheets)
- Signing and Pavement Marking Details (5 Sheets)
- SWPPP Plans (3 Sheets)
- Tree Disposition Plans (15 Sheets)
- Pedestrian Lighting Exhibits (4 Sheets)

## ASSUMPTIONS

The following assumptions have been made for this scope of work:

1. All project required agency fees will be paid directly for by the City.
2. All coordination meetings with the property owners other than the identified public meetings will be led and conducted by the City.
3. Contractor will be required to submit their own traffic control plans to be reviewed and approved by the City for their construction activities.
4. Right-of-way for this project has been acquired by the City and no additional right-of-way is anticipated for this project.
5. The City will hire a separate CEI consultant for the construction phase services per the requirements of the FDOT LAP process.
6. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on information known to the Consultant at this time and represent only the Consultant's judgement as a design professionals familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probably costs.
7. Drainage analysis does not include stormwater analysis of systems outside limits of construction.
8. Services for the preparation of planting plans and/or irrigation plans are not included in this scope of services.

9. Services for the design of decorative hardscape treatments, including crosswalk patterning, site furnishings specifications, and/or decorative sidewalk treatments are not included in this scope of services.
10. Undergrounding of overhead utilities are not anticipated and are not included in this scope of work.
11. City Responsibilities:
  - Existing records including files, plans, and any other pertinent engineering information.
  - Maintenance requirements and preferences at the start of the design process.
  - Early decision on utility upgrades and sewer inspections.
  - Integration of FDOT required contract language into City Bid documents.
  - Commission resolution for LAP agreement.
  - Execution of required FDOT LAP forms and agreements in a timely manner.
  - Assigned project manager and one point of contact for all decisions with timely review of submittals.
  - Preparation of Specification/Bid Documents to meet LAP requirements

### **ADDITIONAL SERVICES**

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

- Survey Legal and Sketches
- Title Company research and reports beyond what is stated in the scope of services
- Right-of-way survey and acquisition support
- Post Design Services
- Traffic Studies or traffic engineering services not specifically noted above
- Public Involvement meetings or presentations beyond what is stated in scope
- Sanitary Sewer line design and Plans
- Traffic signal design and plans
- Water line design and plans
- Drainage design
- Drainage analysis for areas outside of project limits and outside limits of construction
- Environmental studies beyond what is stated in the scope of services
- Additional meetings or presentations beyond those identified in this scope of services
- Storm Drain and Sanitary Sewer video inspections
- Additional plan submittals beyond what is stated in the scope of services
- Additional permit submittals beyond what is stated in the scope of services
- Bid Services beyond what is stated in the scope of services
- SUE test holes
- Landscape and Design and Plans
- Irrigation Design and Plans
- Technical Specifications/Bid Documents
- LAP Checklist for Construction Contracts
- Arborist Evaluation and Reports

### **INFORMATION PROVIDED BY CLIENT**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

## **SCHEDULE**

We will provide our services according to a mutually agreed upon schedule. Upon issuance of Notice-to-Proceed one of our first tasks will be to create a schedule showing tasks and relationships with review times according to agreement with City staff. Provided FDOT LAP schedule milestones will be integrated with the project schedule once it is received by the design team.

## **FEE AND EXPENSES**

Kimley-Horn will perform the services in Tasks 1-9 for the total lump sum labor fee, see attached fee estimate. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.10 times cost. All permitting, application, and similar project fees that exceed the provided allowance will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## **CLOSURE**

We understand that this work will be issued upon review and approval of the City Commission. If you concur in all the foregoing and wish to direct us to proceed with the services, please forward a purchase order. This proposal is valid for sixty (60) days after the date of this letter.

We appreciate this opportunity to submit a proposal. Please contact me if you have any questions at (561) 486-1853.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC



Brandon Kern, P.E.  
**Project Manager**



Eric Regueiro, P.E. (#C86211)  
**Assistant Secretary**

Estimated Effort Proposal - Miramar  
Sherman Circle LAP

TASKS		Kimley-Horn Staff									Subconsultants		Schedule = 18 Months		
		Senior Engineer 1	Project Manager 1	Engineer 1	Engineering Intern	Engineering Technician	Senior Environmental Specialist	Project Landscape Architect	Landscape Architect	Secretary /Clerical	Zeman	H2R	Total Hours	Labor Cost	Total Cost
		Hourly Billing Rate													
	1 Preliminary Design Submittal														\$ 74,021
1.1	Base Mapping and Survey		2			8					\$ 62,100		10	\$ 1,476.06	\$ 63,576
1.2	Field Reviews (up to 2)		4	8		8							20	\$ 3,275.24	\$ 3,275
	Data Collection			4		12							16	\$ 2,349.40	\$ 2,349
1.3	Preparation of FDOT Preliminary LAP Submittal	1	2	8		20							31	\$ 4,820.45	\$ 4,820
	2 Initial Design (30%) Submittal														\$ 96,455
2.1	NEPA Backup Documents					20	128						148	\$ 24,964.56	\$ 24,965
2.2	Type I Categorical Exclusion						48						48	\$ 8,336.16	\$ 8,336
2.3	Initial Phase Design Horizontal Analysis		4	12		24							40	\$ 6,171.60	\$ 6,172
2.4	Roadway Plans	2											2	\$ 572.94	\$ 573
	Key Sheet (1)			2		4							6	\$ 901.22	\$ 901
	Typical Section (2)		2	8		12							22	\$ 3,440.06	\$ 3,440
	General Notes (1)			2		4							6	\$ 901.22	\$ 901
	Horizontal Control (15)			2		4							6	\$ 901.22	\$ 901
	Roadway Plans (15)		8	40		90							138	\$ 20,920.36	\$ 20,920
2.5	Opinion of Probable Construction Cost/Cost Analysis	1	4	12		24							41	\$ 6,458.07	\$ 6,458
2.6	Geotechnical Investigation / Report		2			8						\$ 9,876	10	\$ 1,476.06	\$ 11,352
2.7	Drainage Analysis	1	8	24		40							73	\$ 11,535.75	\$ 11,536
	3 Constructability Design (90%) Submittal														\$ 79,379
3.1	Constructability Phase Design Hor and Ver Analysis		2	10		20							32	\$ 4,888.24	\$ 4,888
3.2	Roadway Plans	2											2	\$ 572.94	\$ 573
	Key Sheet (1)					2							2	\$ 273.48	\$ 273
	Typical Section (2)			2		8							10	\$ 1,448.18	\$ 1,448
	General Notes (1)			2		4							6	\$ 901.22	\$ 901
	Summary of Quantities/ Pay Items (1)		1	4		8							13	\$ 1,993.51	\$ 1,994
	Horizontal Control (15)					2							2	\$ 273.48	\$ 273
	Roadway Plans (15)		4	40		72							116	\$ 17,694.76	\$ 17,695
	Working Profiles (10)		4	12		30							46	\$ 6,992.04	\$ 6,992
	Working Cross Sections (50)		4	32		40							76	\$ 11,902.04	\$ 11,902



Estimated Effort Proposal - Miramar  
Sherman Circle LAP

TASKS		Kimley-Horn Staff									Subconsultants		Schedule = 18 Months		
		Senior Engineer 1	Project Manager 1	Engineer 1	Engineering Intern	Engineering Technician	Senior Environmental Specialist	Project Landscape Architect	Landscape Architect	Secretary /Clerical	Zeman	H2R			
		Hourly Billing Rate	\$286.47	\$191.07	\$177.13	\$154.49	\$136.74	\$173.67	\$203.31	\$169.63	\$131.39			Total Hours	Labor Cost
	Misc Construction Details (3)		1	2		12							15	\$ 2,186.21	\$ 2,186
	Drainage Details (2)		1	4		8							13	\$ 1,993.51	\$ 1,994
	Traffic Control Plan Typical Sections and General Notes (2)		1	10		20							31	\$ 4,697.17	\$ 4,697
3.3	Signing and Pavement Marking Details (5)		1	8		24							33	\$ 4,889.87	\$ 4,890
3.4	Landscape Analysis/Tree Disposition Exhibits (15)		2					12	30				44	\$ 7,910.76	\$ 7,911
3.5	Opinion of Probable Construction Cost	1	2	4		16							23	\$ 3,564.97	\$ 3,565
3.6	Type 1 CE Checklist and Backup Memorandum						32						32	\$ 5,557.44	\$ 5,557
3.7	Erosion Control Plans (3)		1	2		8							11	\$ 1,639.25	\$ 1,639
4 Production Design (100%) Submittal															\$ 33,557
	Responses and Coordination of ERC Comments		2	4		16							22	\$ 3,278.50	\$ 3,279
	Key Sheet (1)					2							2	\$ 273.48	\$ 273
	Typical Section (2)			2		4							6	\$ 901.22	\$ 901
	General Notes (1)					2							2	\$ 273.48	\$ 273
	Summary of Quantities (1)		1	4		8							13	\$ 1,993.51	\$ 1,994
	Roadway Plans (15)		2	16		40							58	\$ 8,685.82	\$ 8,686
	Working Profiles (10)		2	6		24							32	\$ 4,726.68	\$ 4,727
	Working Cross Sections (50)		2	16		32							50	\$ 7,591.90	\$ 7,592
	Misc Construction Details (3)			2		4							6	\$ 901.22	\$ 901
	Drainage Details (2)					2							2	\$ 273.48	\$ 273
	Signing and Pavement Marking Details (5)		1	2		8							11	\$ 1,639.25	\$ 1,639
	Opinion of Probable Construction Cost	1	2	4		12							19	\$ 3,018.01	\$ 3,018
5 Utility Coordination (Initial, Constructability and Production)			4	18		40							62	\$ 9,422.22	\$ 9,422
6 Permits			4	24		44							72	\$ 11,031.96	\$ 11,032
7 Public Involvement		2	8	24						16			50	\$ 8,454.86	\$ 8,455
8 Project Management and LAP Coordination		2	32	60		48				16			158	\$ 25,980.74	\$ 25,981
9 Pedestrian Lighting Photometrics Design		2	8	24		40							74	\$ 11,822.22	\$ 11,822
TOTAL HOURS		15	128	460		878	208	12	30	32			1763		
	Subtotals	\$ 4,297	\$ 24,457	\$ 81,480	\$ -	\$ 120,058	\$ 36,123	\$ 2,440	\$ 5,089	\$ 4,204	\$ 62,100	\$ 9,876		\$ 278,148	\$ 350,124
Permit Fees Estimated (SFWMD, South Broward Drainage District, and Broward County)														\$	500
LUMP SUM FEE TOTAL COST														\$	350,624

Estimated Effort Proposal - Miramar  
Sherman Circle LAP

TASKS		Kimley-Horn Staff									Subconsultants		Schedule = 18 Months		
		Senior Engineer 1	Project Manager 1	Engineer 1	Engineering Intern	Engineering Technician	Senior Environmental Specialist	Project Landscape Architect	Landscape Architect	Secretary /Clerical	Zeman	H2R			
		Hourly Billing Rate	\$286.47	\$191.07	\$177.13	\$154.49	\$136.74	\$173.67	\$203.31	\$169.63	\$131.39			Total Hours	Labor Cost
OPTIONAL SERVICES															
10	Arborist							16	40				56	\$ 10,038.16	\$ 10,038
TOTAL HOURS								16	40				56		
	Optional Services Subtotals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,253	\$ 6,785	\$ -				\$ 10,038.16	\$ 10,038
LUMP SUM FEE TOTAL COST + OPTIONAL SERVICES														\$ 360,662	

**Project Schedule**

Project Schedule to be submitted by the Consultant to the City, upon the City's issuance of the Notice to Proceed to the Consultant. Performance shall be timely under the Agreement and in accordance with the RFQ.



## ATTACHMENT 1



FDOT LAP RFQ 25-10-56

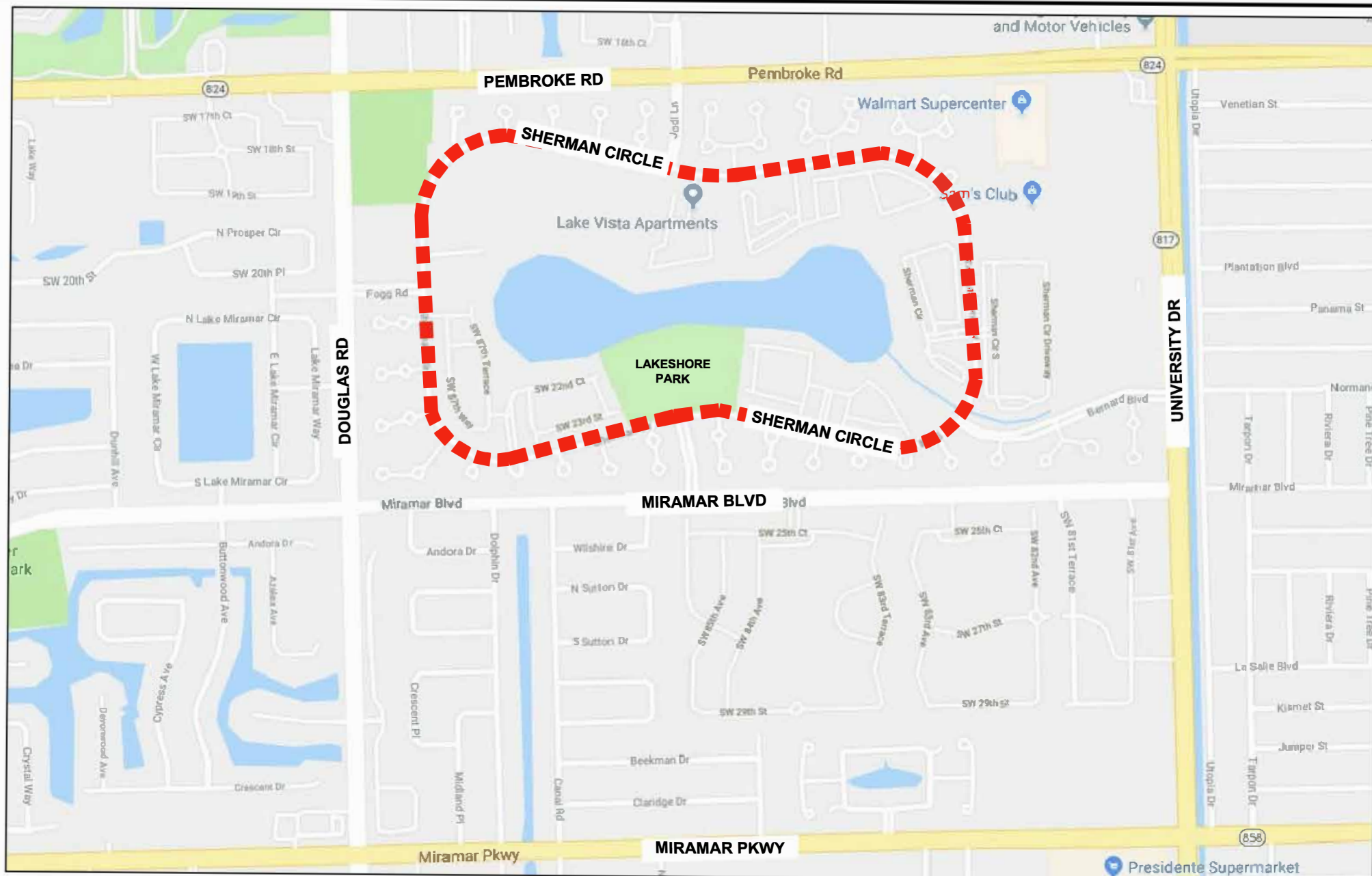
SHERMAN CIRCLE

445535-1

EVALUATION AND SCORING

19-Dec-24

	RATERS			TOTAL	RANKNG
Firms	1	2	3		
CARNAHAN, PROCTOR & CROSS, INC.	91	95	87	273	2
CIVIL WORKS	83	70	81	234	4
HBC	93	90	89	272	3
KIMLEY-HORN	95	95	84	274	1



■■■■■■■■ PROJECT LIMITS

CITY OF MIRAMAR  
OFFICE OF OPERATIONAL SERVICES  
CONSTRUCTION AND FACILITIES MANAGEMENT DEPARTMENT

SHERMAN CIRCLE SHARED USE PATH

LOCATION MAP