



March 31, 2016

Etienne Bejarano  
Parks & Recreation Director  
Town of Cutler Bay  
Cutler Ridge Park  
10100 SW 200 Street  
Cutler Bay, FL 33157

**RE: RFQ #15-06 "TOWN CENTER PLAZA - CONCEPTUAL PLANS  
DESIGN AND COST ESTIMATE SERVICES"**

Dear Mr. Bejarano:

Following please find the scope of services and fee for the "Town Center Plaza- Conceptual Plans Design and Cost Estimate Services" project between (the Consultant or Kimley-Horn), and the Town of Cutler Bay (the Client) in accordance with the terms and conditions set forth in the "Town Center Plaza Conceptual Plans Design & Cost Estimate Services" RFQ #15-06 Non-Exclusive Professional Services Agreement.

**PROJECT UNDERSTANDING**

Kimley-Horn and Associates, Inc. (Consultant) understands that the Town of Cutler Bay (Client) is soliciting a proposal from Kimley-Horn (Consultant) to provide Professional Services in order to develop conceptual plans and cost estimate services for an approximate 2.27 acre parcel of land (Folio #: 36-6007-024-0020) located south of the Town Center building (10720 Caribbean Boulevard, Cutler Bay, FL 33189).

The proposed use of the site consists of a multi-purpose plaza that could accommodate the following elements and/or uses:

***Possible Plaza Elements***

- Pedestrian paving areas
- Stage and amphitheater
- Shade structures
- Skate park elements
- Outdoor workout stations
- Landscaping - Trees, palms, shrubs & groundcovers

***Possible Plaza Uses***

- Community events
- Community garage sales
- Movie night
- Farmers market

The Client will provide the following information, on which we may rely, for our use in completing this Scope of Services:

- A current, topographic, boundary and Tree survey in AutoCAD format.
- Program requirements for the project

The scope of work consists of the following tasks:

- Task 1 – Conceptual Design: (Conceptual Design level plans and exhibits - 2 submittals)
- Task 2 – Opinion of Probable Costs (2 submittals)
- Task 3 – Project Meetings & Public Engagement

## PROJECT ASSUMPTIONS

This agreement is based on the following assumptions:

- This scope of services will be limited to the selection and design of the following landscape architectural site components within the project site:
  - Pedestrian paving materials – Conceptual Plans for decorative pavers and/or concrete
  - Vehicular paving materials – Conceptual Plans for decorative concrete crosswalks within the project limits
  - Plant material – Conceptual Plans for trees, palms, shrubs & groundcover within the medians.
  - Site Furniture- Conceptual plans for benches, trash receptacles, shelter, stage, amphitheater, fitness stations
- The Client will provide a current boundary, topographic and detailed tree survey in State Plane coordinates to an appropriate vertical datum, including all abutting right of ways, existing utilities such as but not limited to sanitary sewer and drainage rims, inverts, and pipe sizes and materials. The survey will be provided in AutoCAD (dwg) electronic file format, and in hardcopy form signed and sealed by a professional land surveyor registered in the State of Florida. Consultant may request for soft-dig or vertical verification.
- Kimley-Horn will use the services of “Site Design”, a skate park consultant who will provide conceptual designs for the skate park components of the project (see Appendix “B”).
- This scope does not include services associated with land use amendments, rezonings, variances, platting, or any related/similar entitlement process or deliverables.
- All landscape architectural design beyond conceptual design will be an additional service, if requested by the Client.
- Kimley-Horn assumes all information provided by the Client can be relied upon in the performance of professional services in accordance with the requirements of 62B-33 F.A.C.

## SCOPE OF SERVICES

### TASK 1 – CONCEPTUAL DESIGN

Prior to the Public Workshops listed in Task 3, Kimley-Horn will prepare the following:

**Data Collection and Analysis:** Kimley-Horn will gather information, and analyze Client provided data, to gain a better understanding of the site and surrounding conditions. This will be facilitated with a kick-off meeting at the site between the Client’s representatives and Kimley-Horn to review all of the existing base data and site documentation available to the Client. After reviewing the available information, KHA will make recommendations for securing any additional documentation that may be critical to the design process. Critical to Kimley-Horn’s work is a digital site aerial, property boundary, topographic and tree survey. These digital images will be the basis for our planning and design process.

After working with the Client’s representative in gathering the necessary base information, KHA will review and summarize the following elements:

- Access and circulation
- Existing and proposed infrastructure

- Visual character, positive and negative views
- Surrounding land uses
- Topography, drainage patterns, soils and vegetation cover

**Project Boundary Exhibit:** KHA will prepare one (1) project boundary exhibit on an aerial photograph depicting the existing project limits.

Following the Public Workshops listed in Task 3, Kimley-Horn will prepare the following:

**Vision, Goals, and Objectives:** Based on the collaboration with stakeholders and the input provided by the participants during the Workshops, Kimley-Horn will establish goals and objectives for project. Establishing goals and objectives is one of the best ways to ensure that well-intentioned ideas established during the conceptual design process are carried forward to fruition.

**Conceptual Plans:** Kimley-Horn will prepare two (2) Preliminary Conceptual Plans in color showing the proposed hardscape and landscape elements within the project site. The Preliminary Conceptual Plans will be presented during the Public Presentation listed in Task 3. Once the Client and stakeholders provide comments on the two Preliminary Conceptual Plans, KHA will prepare one (1) Final Conceptual Plan in color.

**Image and Material Exhibits:** KHA will prepare one (1) image and material exhibit depicting the landscape materials and one (1) image and material exhibit depicting the hardscape materials envisioned for the project. These exhibits will be presented during the public meetings.

**3D Exhibits:** KHA will prepare three (3) computer generated "3D" exhibits (one (1) for Conceptual Plan A, one (1) for Conceptual Plan B and one (1) for the Final Conceptual Plan).

**Conceptual Design Deliverables:** Kimley-Horn will make two (2) submittals during the Conceptual Design task which will consist of the following:

- Five (5) hardcopies (24" x 36") of each: Project Boundary Exhibits, Conceptual Plans (Preliminary and Final), and Image and Material Exhibit, a for Client review
- One (1) hardcopy (24" x 36") of the exhibits listed above mounted on boards for use during the public meetings
- Power Point Presentation of the exhibits listed above
- PDF's of the same

## TASK 2 – OPINION OF PROBABLE COSTS

**Opinion of Probable Costs:** Through a sub-consultant, Kimley-Horn will prepare an opinion of probable costs for the proposed project improvements as shown on the Final Conceptual Plan. This document will include the estimated costs for the proposed hardscape and landscape improvements.

The Consultant 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 the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. Due to recent and projected price escalations in the construction industry for the South Florida area, it is projected that there may be a cost increase of up to 20% by the time this project is constructed.

The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

### TASK 3: PROJECT MEETINGS & PUBLIC ENGAGEMENT ACTIVITIES

In order to help streamline the process and facilitate greater and more immediate interaction between Town staff, the stakeholders and the design team, Kimley-Horn proposes project meetings and public engagement activities. This task does not include the issuance of emails, mailers or website updates, related to the Public Workshop and/or Public Presentation and the public posting of materials developed during the Public Engagement process.

**Coordination Meetings:** Prior to and following the Public Workshops and the Public Presentation listed below, Kimley-Horn will attend one (1) Kick-Off meeting plus up to four (4) coordination meetings in Cutler Bay with the Client to be attended by one (1) KHA representative (2-3 hours each including travel time). Any additional meetings requested by the Client will be billed on an hourly basis.

**Individual Town Council Member Meetings:** Kimley-Horn will attend up to four (4) individual meetings with each Town Council Member as with the Mayor in order to acquire their input and recommendations regarding the project. Our proposal consists of the following:

- One (1) meeting with Town Council Member Seat 1 to be attended by one (1) Kimley-Horn landscape architecture representative
- One (1) meeting with Town Council Member Seat 2 to be attended by one (1) Kimley-Horn landscape architecture representative
- One (1) meeting with Town Council Member Seat 3 to be attended by one (1) Kimley-Horn landscape architecture representative
- One (1) meeting with Town Council Member Seat 4 to be attended by one (1) Kimley-Horn landscape architecture representative
- One (1) meeting with the Mayor to be attended by one (1) Kimley-Horn landscape architecture representative
- Any additional meetings requested by Client will be billed on an hourly basis

**Public Workshops:** Kimley-Horn will assist Town staff in the facilitation of three (3) up to 4 hours Public Workshops to be attended by Town staff and stakeholders selected by the Client in order to help identify a vision and guiding principles for the project. Kimley-Horn will begin with a briefing of the existing project area and its conditions. Kimley-Horn will then present a PowerPoint of sample plazas, analogues as well as current standards, methodologies and trends that relate to the Town Center Plaza project.

The workshops format will be structured for individuals to come at their leisure, work directly with our team, and take part in creating the draft conceptual plan. We will provide graphics with possible uses so that stakeholders can select their preferred uses. In addition, we will hand out questionnaires and comment cards so that stakeholders can express their needs and wants for the Town Center Plaza project. At the end of the Public Workshops, we would want to have collected enough information to generate conceptual plans at a later date. The findings of the workshop will not be definitive or detailed, but should lead to a set of strong principles and directions on which to proceed.

**Public Presentations:** Weeks following the Public Workshop, Kimley-Horn will generate two (2) Preliminary Conceptual Plans which will be presented at one (1) up to 3 hours Public Presentation during which we will make a power point presentation of all the work completed by the Kimley-Horn team, based on information gathered during the Public Workshops. Following the first Public Presentation, Kimley-Horn will refine the Preliminary Conceptual Plans and generate one (1) Final Conceptual Plan which will be

presented during one (1) Final up to 3 hours Public Presentation. The Skate Park sub consultant will participate in both Public Presentations.

**Town Council Meeting:** Kimley-Horn will attend one (1) Town Council meetings in order to present the work progress.

## ADDITIONAL SERVICES

The following tasks are not part of the scope of services, but may be performed on an hourly labor fee plus expense basis, as additional services, if requested by the Client. These services may include, but are not limited to:

- Revisions to the plans due to substantial changes in project scope, budget, and/or concept
- Revisions to invoices or additional invoice backup coordination, such as work descriptions
- Architectural and/or Civil Engineering Design
- Landscape Architectural Design beyond Conceptual Design
- Improvements outside the originally agreed-upon project limits
- Topographic, Boundary and Tree Survey
- Issuance of emails, mailers or website updates, related to the Public Workshop and/or Public Presentation and the public posting of materials developed during the Public Engagement process
- Creation of Conceptual Plan Report or Visioning Report
- Meetings, presentations or coordination in addition to those described in the tasks above
- Services not specifically included within "Scope of Services"

## TO BE PROVIDED BY THE CLIENT

The following items are to be provided to Kimley-Horn by the Client:

- Boundary, Topographic and Tree survey in electronic format (AutoCAD) of the project site and the right of ways surrounding the project site
- Ownership documentation required during permitting
- Site access and authorization to represent the Town on permit applications

## SCHEDULE

We will provide our services in an expeditious and orderly manner to meet the written schedule mutually agreed to by the Client and the Consultant for the various elements of the Project.

## PROJECT RECOGNITION

The Client agrees to credit Kimley-Horn and Associates, Inc. for all Kimley-Horn generated images of the project and to identify Kimley-Horn as the landscape architect for said Project in all communications, advertisements and marketing materials.

## FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through Task 3 of this Scope of Services for the lump sum fees outlined below. Individual task amounts are informational only. In addition to the lump sum labor fee and hourly fee, direct reimbursable expenses such as express delivery services, large format reproductions (larger than 11" x 17"), air travel, and other direct expenses will be billed at cost. Expenses for the project such as in-house duplicating, facsimile, local mileage, telephone, postage, in-house blueprinting, and word-processing are included in the lump sum fees. Technical use of computers for design, analysis, GIS, and graphics, etc., will be included in the labor fees.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

### LUMP SUM LABOR TASKS (KIMLEY-HORN)

Task	Description	Lump Sum
1	Conceptual Design	\$31,535
2	Opinion of Probable Costs	\$2,566
3	Project Meetings & Public Engagement Activities	\$21,278
<b>TOTAL LUMP SUM LABOR FEE</b>		<b>\$55,379</b>

### REIMBURSABLE EXPENSES TASKS (KIMLEY-HORN)

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, large format reproductions (larger than 11" x 17"), air travel, and other direct expenses will be billed at cost.

**TOTAL REIMBURSABLE EXPENSES** \$1,200

**TOTAL COMPENSATION (KIMLEY-HORN): \$56,579**

(Lump Sum Labor + Reimbursable Expenses)

### LUMP SUM LABOR TASKS (SITE DESIGN)

Task	Description	Lump Sum
1	Programming & Conceptual Design	\$5,400
2	Schematic Design Phase	\$5,600
<b>TOTAL LUMP SUM LABOR FEE</b>		<b>\$11,000</b>

### REIMBURSABLE EXPENSES TASKS (SITE DESIGN)

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, large format reproductions (larger than 11" x 17"), air travel, and other direct expenses will be billed at cost.

**TOTAL REIMBURSABLE EXPENSES** \$3,000

**TOTAL COMPENSATION (SITE DESIGN): \$14,000**

(Lump Sum Labor + Reimbursable Expenses)

### LUMP SUM LABOR TASKS (COST ESTIMATOR)

Task	Description	Lump Sum
1	Opinion of Probable Costs	\$4,000
<b>TOTAL LUMP SUM LABOR FEE</b>		<b>\$4,000</b>
<b>TOTAL COMPENSATION (COST ESTIM):</b>		<b>\$4,000</b>

**TOTAL COMPENSATION (KIMLEY-HORN +  
SITE DESIGN+COST ESTIMATOR): \$74,579**  
(Lump Sum Labor + Reimbursable Expenses)

### CLOSURE

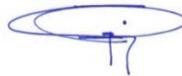
If you concur in the foregoing and wish to direct Kimley-Horn to proceed with the aforementioned services, please execute the enclosed copy of this letter agreement in the space provided and return the same to the undersigned. Fees and times stated in this agreement are valid for sixty (60) days after the date of agreement by the Consultant.

With Kimley-Horn, you should expect more and will experience better. Please contact me at (786) 725-5698 or [george.puig@kimley-horn.com](mailto:george.puig@kimley-horn.com) should you have any questions.

Sincerely,



Aaron Buchler, P.E.  
Senior Vice President



George Puig, RLA  
Senior Project Manager

### TOWN OF CUTLER BAY

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_

(Print or Type Name)

Title: \_\_\_\_\_

(As Authorized by Law)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness

\_\_\_\_\_  
(Print or Type Name)

RFQ #15-06 : Town Center Plaza - Conceptual Plans Design and Cost Estimate Services								
PROJECT:	TOWN CENTER PLAZA CONCEPT						SHEET	1 OF 1
CLIENT:	TOWN OF CUTLER BAY						FILE NO.	
ESTIMATOR:	GEORGE PUIG						DATE:	
Multiplier	3.4							
Annual Raise	1.06							
DESCRIPTION:	NO.	TASK	DIRECT LABOR (MAN-HOURS)					LINE TOTAL
			PRINC	PROJ MAN-GP	PROJ LA- KM	PROJ LA- ML	JUNIOR LA-BJ	
<b>TASK 1</b>		<b>CONCEPTUAL DESIGN</b>						
		Data collection and analysis		1		4	18	\$2,893.00
		Cadd Base/survey preparation and cleanup		1		2	10	\$1,659.00
		Project Boundary Exhibit			2		4	\$774.00
		Vision, Goals and Objectives		1	2		2	\$739.00
		Conceptual design alternative A		4	9	9	20	\$5,906.00
		Conceptual design alternative B		4	9	9	20	\$5,906.00
		Final Conceptual Design		4	8	8	15	\$5,017.00
		3D renderings (3)		2	4	4	30	\$5,096.00
		PM Coordination with Client and Sub		14				\$2,765.00
		Billing/Invoicing		4				\$780.00
		<b>Task 1 Subtotal</b>						<b>\$31,535.00</b>
<b>TASK 2</b>		<b>OPINION OF PROBABLE COSTS</b>						
		Conceptual design alternative A - OPC		0.5	2		2	\$641.50
		Conceptual design alternative B - OPC		0.5	2		2	\$641.50
		Revisions to Alternative A & B- OPC		0.5	2		2	\$641.50
		Final Conceptual Design - OPC		0.5	2		2	\$641.50
		<b>Task 2 Subtotal</b>						<b>\$2,566.00</b>
<b>TASK 3</b>		<b>PROJECT MEETINGS &amp; PUBLIC ENGAGEMENT ACTIVITIES</b>						
		Kick-off Meeting		4		4	1	\$1,468.00
		Meeting with Mayor		3				\$585.00
		Meeting with Town Council Member Seat 1		3				\$585.00
		Meeting with Town Council Member Seat 2		3				\$585.00
		Meeting with Town Council Member Seat 3		3				\$585.00
		Meeting with Town Staff #1 (Pre Community Meeting 1 & 2)		3				\$585.00
		Community Meeting #1 & Prep for Meeting		8	8		1	\$2,876.00
		Community Meeting #2 & Prep for Meeting		8	8		1	\$2,876.00
		Community Meeting #3 & Prep for Meeting		8	8		1	\$2,876.00
		Meeting with Town Staff #2 (Post Community Meeting 1 & 2)		3				\$585.00
		Community Meeting #3 & Prep for Meeting		8	8			\$2,816.00
		Meeting with Town Staff #3 (Post Community Meeting #3)		3				\$585.00
		Community Meeting #4 & Prep for meeting		8	8		1	\$2,876.00
		Meeting with Town Staff #4 (Post Community Meeting #4)		3				\$585.00
		Town Council Meeting #1		4			1	\$810.00
		<b>Task 3 Subtotal</b>						<b>\$21,278.00</b>
		<b>KHA Labor Total</b>						<b>\$55,379.00</b>
		<b>KHA Reimbursable Expenses Total</b>						<b>\$1,200.00</b>
		<b>KHA Total (Labor + Reimbursable Expenses)</b>						<b>\$56,579.00</b>
		Sub Consultant #1 Labor Fee (Site Design)						\$11,000.00
		Sub Consultant #1 Reimb Expenses (Site Design)						\$3,000.00
		Sub Consultant #2 (Cost Estimator)						\$4,000.00
		<b>Sub Consultant Total</b>						<b>\$18,000.00</b>
		<b>TOTAL (KHA + Sub Consultant)</b>						<b>\$74,579.00</b>