



August 4, 2016

Mr. Ralph Casals
Town Manager
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Re: Caribbean Blvd. Roadway Improvements, "The Gap 2 Project"
Miami-Dade County Joint Participation Agreement (JPA) 20090088
Construction Engineering and Inspection (CEI) Services
Additional Services

Dear Mr. Casals:

In accordance with the terms and provisions of the Non-Exclusive Professional Services Agreement for Continuing Professional Services approved as Town Resolution No. 07-52 between the Town of Cutler Bay and Kimley-Horn and Associates, Inc. (Kimley-Horn or Consultant) dated January 17, 2008, Kimley-Horn provided CEI services associated with roadway improvements on Caribbean Blvd. between Coral Sea Road and SW 87th Avenue. The roadway improvements were based on construction plans prepared by Stantec entitled "Plans for Proposed Improvements to Caribbean Boulevard from Coral Sea to SW 87th Avenue" Miami-Dade County Joint Participation Agreement (JPA) 20090088 [Peoples Transportation Plan]. As that project approached completion, the Town moved forward with the design of similar roadway improvements on Caribbean Boulevard between the SFWMD C-1N Canal Bridge and Coral Sea Road. The project was referenced as "The Gap". Kimley-Horn was authorized to provide a continuation of the CEI services during construction associated with "The Gap" roadway improvements. As "The Gap" project is now approaching completion, the Town has moved forward with the design of similar roadway improvements on Caribbean Boulevard between the SFWMD C-1N Canal Bridge and SW 107th Avenue. The project has been referenced as "The Gap 2". Kimley-Horn is pleased to submit this proposal to provide a continuation of the CEI services during construction of these additional roadway improvements. The roadway improvement project will be based on construction plans prepared by Stantec entitled "Plans for Proposed Improvements to Caribbean Boulevard from SW 107th Avenue to C-1N Canal Bridge" Miami-Dade County Joint Participation Agreement.

PROJECT SCOPE UNDERSTANDING

The additional project improvements along Caribbean Boulevard are similar to the initial and "The Gap" projects and primarily include reconstructing the existing two (2) lanes with curb and gutter, drainage improvements, street lighting, and landscaping.

SCOPE OF SERVICES

The additional CEI services that will be provided by Kimley-Horn associated with the Caribbean Blvd. Roadway Improvement Project include the following:



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1. Project initiation and plan review
2. Public Works and permit agency coordination
3. Attendance at a preconstruction meeting and weekly progress meeting
4. Public Involvement Services
5. Resident Project Representative (RPR) for site observations
6. Shop Drawing Coordination
7. Contract Clarification Coordination
8. Review of Pay Applications and associated field quantities
9. Project Close-out

The proposal is based on a contract duration of 230 days. It is estimated that the total contract duration will consist of 20 days for procurement, 180 days for construction, and 30 days for project close out.

TERMS AND FEES

In accordance with the terms and provisions of the Non-Exclusive Professional Services Agreement for Continuing Professional Services, Kimley-Horn will complete this scope of services based on a Lump Sum fee not to exceed **\$188,606.72**.

A Project Description, Scope of Services, Payment Schedule, and Staffing Hour spreadsheet are attached for reference.

We appreciate the opportunity to submit this proposal and to work with you and your staff on this important project. Please contact me at (954) 535-5100 if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Gary R. Ratay".

Gary R. Ratay, P. E.
Senior Associate

If you concur in all the foregoing and wish to direct us to proceed with the services, please execute this Scope of Services in the spaces provided below.

Mr. Ralph Casals
Town Manger
Town of Cutler Bay



PROJECT DESCRIPTION

This proposal is to assist the Town during construction of roadway improvements on Caribbean Boulevard between SW 107th Avenue and the SFWMD C-1N Canal Bridge. The roadway improvement project will be based on construction plans prepared by Stantec entitled "Plans for Proposed Improvements to Caribbean Boulevard from SW 107th Avenue to C-1N Canal Bridge" Miami-Dade County Joint Participation Agreement.

The additional CEI services that will be provided by Kimley-Horn associated with the Caribbean Blvd. Roadway Improvement Project include the following:

1. Project initiation and plan review
2. Public Works and permit agency coordination
3. Attendance at a pre-construction meeting and weekly progress meeting
4. Public Involvement Services
5. Resident Project Representative (RPR) for site observations
6. Shop Drawing Coordination
7. Contract Clarification Coordination
8. Review of Pay Applications and associated field quantities
9. Project Close-out

The proposal is based on a contract duration of 230 days. It is estimated that the total contract duration will consist of 20 days for procurement, 180 days for construction, and 30 days for project close out.



SCOPE OF SERVICES

The professional services for this project will include the following:

Task 1 - Project Initiation and Plan Review, Fee \$1,276.55

Kimley-Horn will review the construction plans and contract documents in preparation of attending the pre-construction meeting, providing CEI services, and permit agency coordination.

Task 2 – Public Works and Permit Agency Coordination, Fee \$1,784.63

Kimley-Horn shall review the Miami-Dade County Department of Environmental Resource Management (DERM) drainage permit and the Miami-Dade Public Works Department (Traffic Division) striping plan associated with this project. Kimley-Horn will coordinate with the Town's Public Works Department to confirm construction is being performed in general compliance with the permit conditions. As the engineer of record, any permit related questions submitted by the contractors during the construction phase will be coordinated with Stantec as needed. Kimley-Horn review Miami-Dade County funding requirements based on the Joint Participation Agreement through the People's Transportation Plan.

Task 3 – CEI Services

Kimley-Horn shall provide CEI services during construction of the project. There are seven separate construction phase sub tasks regarding the Caribbean Blvd. Roadway Improvement Project. The tasks are as follows:

1. Progress Meetings
2. Public Involvement Services
3. Resident Project Representative (RPR)
4. Shop Drawing Coordination
5. Contract Clarification Coordination
6. Review of Pay Application
7. Project Close-out

The proposal is based on a contract duration of 230 days. It is estimated that the total contract duration will consist of 20 days for procurement, 180 days for construction, and 30 days for project close out.

3.1 Progress Meetings, Fee \$32,570.05

Kimley-Horn shall attend weekly progress meetings with the Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process.



3.2 Public Involvement Services, Fee \$44,507.81

Kimley-Horn will provide the following services associated with a public involvement program (PIP):

1. Implement public involvement activities through the use of project flyers, printed project updates, social media, e-mail, and the Town's webpage to communicate with the public during construction.
2. Plan and conduct public meetings to inform the community on a monthly basis.
3. Attend public involvement activities that will take place throughout construction of the project.
4. Implement a plan for personal interaction with the most impacted residents.
5. Implement a plan for collecting and analyzing public comment.
6. Implement a plan for monitoring the effectiveness of outreach activities.
7. Provide monthly project updates to the Town Council and be available to meet with the Town Manager, Public Works Director, and/or Council members.
8. Implement a Media Outreach Plan utilizing media to keep residents informed at all stages of project construction.

3.3 Resident Project Representative (RPR), Fee \$91,111.45

A Resident Project Representative ("RPR") shall be furnished by Kimley-Horn and shall act as directed by Kimley-Horn in order to assist Kimley-Horn in observing performance of the work of the Contractor(s).

The RPR shall visit the site for up to 24 hours per week for the 7 month construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the "Contract Documents"). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR's efforts will be directed toward providing the Town with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, Kimley-Horn shall keep the Town informed of the progress of the work, shall endeavor to protect the Town against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. Kimley-Horn shall perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR shall prepare and submit reports to Kimley-Horn of the field visits describing the general working conditions, areas of construction activity, tests performed, and special and unusual events. Kimley-Horn will provide those reports to the Town.



3.4 Shop Drawing Coordination, Fee \$827.75

The shop drawing review and approval process will be provided by the Engineer of Record, Stantec. Kimley-Horn will receive shop drawing materials, coordinate with Stantec, and monitor the shop drawing process.

Kimley-Horn shall not be responsible for reviewing or approving shop drawings or advising the Town on acceptability of substitute materials or equipment that are proposed by the prime contractor(s) hereinafter called "Contractor(s)".

3.5 Contract Clarification Coordination, Fee \$6,046.15

All contract clarification and responses to requests for information (RFI's) will be provided by the Engineer of Record, Stantec. Kimley-Horn will receive the RFI's, coordinate with Stantec, monitor the RFI process, review change orders, develop Contingency Modification Proposals, and issue the Town's instructions to Contractor(s).

Kimley-Horn shall not be responsible for interpretations and clarifications of the plans and specifications.

3.6 Review of Pay Applications, Fee \$5,060.69

Based on Kimley-Horn's on-site observations and upon review of applications for payment and the accompanying data and schedules, Kimley-Horn shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the Town based on such observations and review that the work has progressed to the point indicated and that, to the best of Kimley-Horn's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in Kimley-Horn's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that observations made by Kimley-Horn to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. Neither Kimley-Horn's review of Contractor's work for the purposes of recommending payments nor Kimley-Horn's recommendation of any payment including final payment will impose on Kimley-Horn responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Kimley-Horn will monitor and record approved "Rain Days" awarded to the Contractor(s) as part of the Pay Application review process.



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The project requires preparation of quarterly reimbursement request packages as part of the JPA. The Town will be responsible for preparing and submitting all reimbursement packages to Miami-Dade County.

3.7 Project Close-out, Fee \$5,421.64

Kimley-Horn shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his obligations there under, Kimley-Horn may recommend, in writing, final payment to each Contractor and may give written notice to the Town and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

Kimley-Horn will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible "As-Built" drawings will be provided to the Town.

"As-Built" drawings will also be provided to Stantec for their review and use in developing documents/application packages for closing all necessary permits.

Kimley-Horn shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except Kimley-Horn's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.



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PAYMENT SCHEDULE

Kimley-Horn will perform the services in Tasks shown below for the Lump Sum fee not to exceed **\$188,606.72**. The following is a breakdown of the Lump Sum fee for informational purposes:

Task	Description	Labor Fee
1	Project Initiation and Plan Review	\$1,276.55
2	Public Works and Permit Agency Coordination	\$1,784.63
3.1	Progress Meetings	\$32,570.05
3.2	Public Involvement Services	\$44,507.81
3.3	Resident Project Representative (RPR)	\$91,111.45
3.4	Shop drawing Coordination	\$827.75
3.5	Contract Clarification Coordination	\$6,046.15
3.6	Review of Pay Applications	\$5,060.69
3.7	Project Close-out	\$5,421.64
	LUMP SUM FEE	\$188,606.72



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STAFFING HOURS SPREADSHEET

Kimley-Horn's Staffing Hour spreadsheet in support of the Lump Sum fee is attached for reference.

**CARIBBEAN BLVD ROADWAY IMPROVEMENTS, "THE GAP 2" PROJECT
 ADDITIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES - STAFFING HOURS**

PROJECT: Caribbean Blvd. Roadway Improvement, "The Gap 2" Project		SHEET:					
CLIENT: Town of Cutler Bay		FILE NO:					
ESTIMATOR: Gary R Ratay		DATE: 8/4/2016					
DESCRIPTION: Project duration is 230 days from NTP Estimate 20 days for procurement Estimate 180 days for construction (6 months) Estimate 30 days for close out (1 month)	Project Manager	Senior Engineer	Construction Manager	Construction Observer/ Public Involvement	Administrative Staff	Line Total	Fee by Task
Task 1: Project Initiation and Plan Review							
Review plans and prepare for pre-construction meeting	3		3	3		\$1,276.55	\$1,276.55
Task 2: Public Works and Permit Agency Coordination							
Coordinate with Stantec and Miami-Dade County on design and funding items	2	4	6			\$1,784.63	\$1,784.63
Task 3.1: Progress Meetings							
Progress meetings, 30 meetings, (3 hours/mtg.)	18	90	90			\$29,074.88	
Develop meeting minutes and distribute		18			10	\$3,495.17	\$32,570.05
Task 3.2: Public Involvement Services							
Implement public involvement activities				320		\$31,500.96	
Plan and conduct public meetings, 2 meetings				6		\$590.64	
Attend public involvement activities				16		\$1,575.05	
Implement public involvement personal interaction plan				18		\$1,771.93	
Implement plan for public involvement data collection/analysis				10		\$984.41	
Implement plan for monitoring activity effectiveness				12		\$1,181.29	
Attend monthly Council meeting, 7 meetings	21			21		\$6,312.89	
Implement Media Outreach Plan				6		\$590.64	\$44,507.81
Task 3.3: Resident Project Representative (RPR)							
RPR, 30 weeks, 4 visits per week, 120 visits (6 hours/visit)			720		18	\$91,111.45	\$91,111.45
Task 3.4: Shop Drawing Coordination							
Coordinate shop drawing submittals with Stantec		4			3	\$827.75	\$827.75
Task 3.5: Contract Clarification Coordination							
Coordinate RFI's with Stantec		24	16		4	\$6,046.15	\$6,046.15
Task 3.6: Review of Pay Applications							
Review pay requests (7 applications)		7	21		7	\$4,186.37	
Prepare quarterly reimbursement packages (To be performed by the Town)						\$0.00	
Coordination with Miami-Dade County			7			\$874.32	\$5,060.69

**CARIBBEAN BLVD ROADWAY IMPROVEMENTS, "THE GAP 2" PROJECT
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ESTIMATOR: Gary R Ratay		DATE: 8/4/2016					
DESCRIPTION: Project duration is 230 days from NTP Estimate 20 days for procurement Estimate 180 days for construction (6 months) Estimate 30 days for close out (1 month)	Project Manager	Senior Engineer	Construction Manager	Construction Observer/ Public Involvement	Administrative Staff	Line Total	Fee by Task
Task 3.7: Project Close-out							
Develop punch list		4	4			\$1,130.48	
Review As-Built drawings		2	2			\$565.24	
Close-out documentation (Printed material)	2	8			4	\$1,928.59	
Project close out	2	4	4		4	\$1,797.33	\$5,421.64
	48	165	873	412	50		
* LABOR RATE (\$/HOUR)	191.00	149.00	118.00	93.00	62.00		
** ALLOCATION	0.0585	0.0585	0.0585	0.0585	0.0585		
SUBTOTAL	\$9,704.33	\$26,023.22	\$109,040.32	\$40,557.49	\$3,281.35		
PAGE TOTAL						\$188,606.71	\$188,606.71

Source:
 Non Exclusive Professional Services Agreement Continuing Professional Services
 Dated January 17, 2008
 Town Resolution No. 07-03
 * LABOR RATE - Consultant's Billing Rate, Exhibit B of Agreement
 ** ALLOCATION - Expense Compensation Rate, Section V of Agreement



DESCRIPTION OF EMPLOYEE CATEGORIES

Project Manager – Registered Engineer that assumes project responsibility. Coordinates and communicates project issues to identify, establish, and maintain the project goals, scopes, budgets, and schedule.

Senior Engineer – Registered Engineer that assumes technical responsibility during project construction. Plans and develops project implementation approach. Provides project and permitting coordination, facilitates progress meetings, coordinates and expedites shop drawings, contract clarifications, review of applications for payment, and project close-out.

Construction Manager – Resident Project Representative (RPR) responsible for observing project construction for general compliance with project plans and specifications. Provides onsite observations, attends progress meetings, and assists with application for payment reviews, quantity coordination, and project close-out.

Construction Observation/Public Involvement – Personnel responsible for developing, implementing, and evaluating the Public Involvement Activity program, attending public and project meetings, and observes construction progress.

Data Processing/Clerical/Administrative – Personnel responsible for providing administrative and clerical support throughout the project duration.