

**PROFESSIONAL SERVICES AGREEMENT  
DESIGN SERVICES FOR SAFE ROUTES TO SCHOOL FOR BOB  
GRAHAM EDUCATION CENTER**

**PSA 2020-18**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Luis Collazo  
Councilmember Carlos Alvarez  
Councilmember Jeffrey Rodriguez  
Councilmember Josh Dieguez  
Councilmember Marilyn Ruano  
Councilmember Tony Fernandez**

Edward Pidermann, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

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This Agreement made this 19<sup>th</sup> day of July in the year **2021** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Kimley-Horn and Associates, Inc., hereinafter called the "Consultant.", with its principal address located at 600 North Pine Island Road, Suite 450, Plantation, Florida 33324.

### RECITAL

A. The Town issued a Request for Qualifications ("RFQ") **2020-18R** on September 3, 2020 for the provision of professional engineering design and related services for the Safe Routes to School for Bob Graham Education Center Project ("Services") and Consultant's proposal ("Proposal"), in response thereto, was selected as one of the most qualified for the provision of said Services. The RFQ and the Proposal are expressly incorporated into and made a part of this Agreement as if set forth in full.

B. WHEREAS, the Town, through action of the Town Manager or the Town Commission, as applicable, has selected the Consultant in accordance with Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act), and the applicable provisions of the Town Procurement Ordinance, to provide the Professional Services as described herein.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

## SECTION A GENERAL TERMS AND CONDITIONS

### Article A1 Definitions

- A1.01 Additional Services** means any Work defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code, as reviewed and approved by the Florida Department of Transportation ("FDOT").
- A1.02 Attachments** mean the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- A1.03 Base Fee** means the amount of compensation mutually agreed upon for the completion of Basic Services.
- A1.04 Basic Services** means those services designated as such in a Section B.
- A1.05 Consultant** means the individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, or engineers, which has entered into the Agreement to provide professional services to the Town.
- A1.06 Contractor** means an individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the Town for construction of Town facilities and incidentals thereto.

- A1.07 Errors** means items in the plans, specification or other documents prepared by the Consultant that are shown incorrectly, which results in a change to the Services and results in the need for the construction contractor to perform rework or additional work or which causes a delay to the completion of construction.
- A1.08 Errors and Omissions** means design deficiencies in the plans, specification or other documents prepared by the Consultant, which must be corrected in order for the project to function or be built as intended.
- A1.09 Inspector** means an employee or representative of the Town assigned by the Town to make observations of work performed by a Contractor.
- A1.10 Notice to Proceed** means same as “Authorization to Proceed.” A duly authorized written letter or directive issued by the Town Manager or Procurement Manager acknowledging that all conditions precedent have been met and directing that Consultant may begin Work on a Project.
- A1.11 Omissions** means items the plans, specification or other documents prepared by the Consultant that are not shown or included which are necessary for the proper or safe operation of the Project or required to meet the Scope of Services.
- A1.12 Project Manager** means an employee or representative of the Town assigned by the Town Manager to manage and monitor the Services to be performed under this Agreement and the construction of the Project as a direct representative of the Town.
- A1.13 Project** means the construction, alteration or repair, and all services and incidentals thereto, of a Town facility or property as contemplated and budgeted by the Town. A Project will be further defined in the Scope of Services under the Agreement.
- A1.14 Professional Services** means those services within the scope of the practice of architecture, professional engineering, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, or registered surveyor or mapper in connection with his or her professional employment or practice. These services may be abbreviated herein as “architectural/ engineering services” or “professional services”, as applicable, which are within this definition.
- A1.15 Scope of Services or Services** means a comprehensive description of the activities, tasks, design features, objectives, deliverables, and milestones required for the completion of Project with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.
- A1.16 Subconsultant** means a person or organization of properly registered professional architects, engineers, registered surveyor or mapper, or other professional specialty that has entered into a written agreement with the Consultant to furnish specified professional services for the Project.
- A1.17 Town Council** means the legislative body of the Town of Miami Lakes.
- A1.18 Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- A1.19 Town or Owner** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town’s performance is pursuant to Town’s position as the Owner of the Project. In the event the Town exercises its regulatory authority as a governmental body, the

exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws, and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town as a party to this Agreement. The Town of Miami will be referred to herein as "Town". For the purposes of this Agreement, "Town" without modification means the Town Manager.

**A1.20 Wage Rates** means the effective direct expense to Consultant or Subconsultant, on an hourly rate basis, for employees in the specified professions and job categories assigned to provide services under this Agreement that justify and form the basis for professional fees regardless of actual manner of compensation.

**A1.21 Work Order** means a document approved and issued by the Town authorizing the performance of specific professional services for the Project.

**A1.22 Work Order Proposal** means a document prepared by the Consultant, at the request of the Town for additional services to be provided by the Consultant under the Project.

## **Article A2 General Conditions**

### **A2.01 Term**

The term of this Agreement will be effective with the execution of the Agreement and terminate upon final payment being made to the Consultant.

### **A2.02 Scope of Services**

Consultant agrees to provide the Services as specifically described and set forth in Section B and any Work Order issued under this Agreement.

### **A2.03 Compensation**

#### **A2.03-1 Compensation Limits**

The amount of compensation payable by the Town to Consultant will generally be a lump sum not to exceed fee, based on the rates and schedule established in Schedules 1 & 2; provided, however, that in no event will the amount of compensation exceed \$55,991.88 in total over the term of the Agreement and any extension(s), unless explicitly approved by action of the Town Commission or Town Manager as applicable and put into effect by written amendment to this Agreement.

#### **A2.03-2 Payments**

Payments will be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Consultant's invoice, which must be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should Town require one to be performed. If Consultant is entitled to reimbursement of travel expenses, then all bills for travel expenses must be submitted in accordance with Section 112.061, Florida Statutes. Consultant must utilize the Town's Standard Consultant invoice for the submission of all payments, which is available at [http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358).

## **Article A3 Performance**

### **A3.01 Performance and Delegation**

The Services to be performed hereunder must be performed by the Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town's Project Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any Subconsultant.

### **A3.02 Removal of Unsatisfactory Personnel**

The Project Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant, or any Subconsultants or subcontractors, or any personnel of any such Subconsultants or subcontractors engaged by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that will not occur. All decisions involving personnel will be made by Consultant. Such request will be solely related to said employee's work under this Agreement.

#### **A3.03 Performance Evaluation**

Upon completion of the Services the Town will conduct an evaluation of the Contractor's performance based on the deliverables and tasks required under the Agreement.

#### **A3.04 Consultant's Key Staff**

The parties acknowledge that Consultant was selected by the Town, in part, on the basis of qualifications of particular staff identified in Consultant's response to Town's solicitation, hereinafter referred to as "Key Staff". Consultant must ensure that Key Staff are available to provide Services hereunder as long as said Key Staff are in Consultant's employ. Consultant will obtain prior written acceptance of Project Manager to change Key Staff. Consultant must provide the Project Manager with such information as necessary to determine the suitability of proposed new Key Staff. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

#### **A3.05 Time for Performance**

The Consultant agrees to start all Services hereunder upon receipt of a Notice to Proceed issued by the Town Manager and to complete each assignment, task or phase within the time stipulated in the Notice to Proceed. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various assignments, tasks or phases may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time will not be cause for any claim by the Consultant for extra compensation.

#### **A3.06 Standard of Care**

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant must perform all Services in compliance with Florida Administrative Code Rule 61G15-19.001(4) and Section 471.033(1) (g) of the Florida Statutes. Consultant must perform due diligence, in accordance with best industry practices, in gather information and inspecting a Project site prior to the commencement of design. Consultant is responsible for the professional quality, technical accuracy and coordination of all design, drawings, specification, and other Services furnished by the Consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its designs, drawings, specification, or other Services. Consultant will also be liable for claims for delay costs, and any increased costs in construction, including but not limited to additional work, demolition of existing work, rework, etc., resulting from any errors, omissions, or deficiencies in its designs, drawings, specification, or other Services.

### **Article A4 Subconsultants**

#### **A4.01 General**

**A4.01-1A** Subconsultant, as defined in Article A1.18, is a firm that was identified as part of the consulting team in the competitive selection process by which Consultant was chosen to



perform the Services under this Agreement, and as such, is identified and listed in Schedule SC.

- A4.01-2** A Specialty Subconsultant is a person or organization that has, with the consent of the Town Manager, entered into a written agreement with the Consultant to furnish unique or specialized professional services necessary for the Project or task described under Additional Services. Such Specialty Subconsultant will be in addition to those identified in Schedule SC.

#### **A4.02 Subconsultant Relationships**

- A4.02-1** All Services provided by the Subconsultants must be performed pursuant to appropriate written agreements between the Consultant and the Subconsultants, which must contain provisions that preserve and protect the rights of the Town under this Agreement.

- A4.02-2** Nothing contained in this Agreement creates any contractual or business relationship between the Town and the Subconsultants. The Consultant acknowledges that Subconsultants are entirely under its direction, control, supervision, retention, and discharge.

#### **A4.03 Changes to Subconsultants**

The Consultant must not add, modify, or change any Subconsultant listed in Schedule SC without prior written approval by the Project Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution.

### **Article A5 Default**

#### **A5.01 General**

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default must be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section will not release Consultant from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing, Consultant will be liable to the Town for all expenses incurred by the Town in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the Town in the re-procurement of the Services, including consequential and incidental damages. In the event of default, Town may also suspend or withhold reimbursements from Consultant until such time as the actions giving rise to default have been cured.

#### **A5.02 Conditions of Default**

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- A5.02-1** Consultant fails to obtain or maintain the required insurance.
- A5.02-2** Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- A5.02-3** Consultant fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

#### **A5.03 Time to Cure Default; Force Majeure**

Town through the Town Manager or designee will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within the time stipulated in

said notice, after which time the Town may terminate the Agreement. The Town at its sole discretion, may allow additional days to perform any required cure if Consultant provides written justification deemed reasonably sufficient.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as that term is interpreted under Florida law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

## **Article A6 Termination of Agreement**

### **A6.01 Town's Right to Terminate**

The Town, including the Town Manager, has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town Manager. The Consultant will be paid in accordance with provisions of Section C, provided that said documentation is turned over to Town Manager within ten (10) business days of termination. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Consultant until all documentation is delivered to the Town Manager or designee.

- A6.01-1** Consultant will have no recourse or remedy from a termination made by the Town except to retain the fees earned as compensation for the Services that were performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge, or entitlement it may have, or will, have against the Town, its officials, or employees.

### **A6.02 Consultant's Right to Terminate**

The Consultant has the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within sixty (60) days from the date of the Town's receipt of a written statement from Consultant specifying the Town's breach of its duties under this Agreement.

### **A6.03 Termination Due to Undisclosed Lobbyist or Agent**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town will have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **Article A7 Documents and Records**

### **A7.01 Ownership of Documents**

All tracings, plans, drawings, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies will be considered works made for hire and will, based on incremental transfer wherein the above will become the property of the Town upon payments made to Consultant or termination of this Agreement without restriction or limitation on their use, and will be made available, on request, to Town at any time during the performance of such Services or upon completion or termination of this Agreement. Consultant must not copyright any material and products or patent any invention developed under this Agreement. The Town and its agents and representatives

will have the right to visit the site for inspection of the Services and the products of Consultant at any time. The Consultant is permitted to retain copies, including reproducible copies, solely for information and reference in connection with the Town's use and occupancy of the Project. Any modifications by the Town to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Town's sole risk and without liability to the Consultant.

**A7.02 Delivery Upon Request or Cancellation**

Failure of the Consultant to promptly deliver all such documents, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant will have no recourse from these requirements.

**A7.03 Reuse by the Town**

It is understood that this Agreement and any subsequent Work Orders for Services issued hereunder includes the provision for the re-use of plans and specifications, including construction drawings, specifications, and any other documents provided under this Agreement. By virtue of signing this Agreement Consultant agrees to such re-use in accordance with this provision without the necessity of further approvals, compensation, fees, or documents being required and without recourse for such re-use. The Consultant will not be liable for re-use by the Town of plans, specifications, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

**A7.04 Nondisclosure**

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Town Manager's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant must require all of its employees, agents, Subconsultants and subcontractors to comply with the provisions of this paragraph.

**A7.05 Maintenance of Records**

Consultant will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, will have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however such activity will be conducted only during normal business hours. The authorized agents and representatives of the Town include representatives of the grant agency, including, but not limited to the FDOT, FHWA, OIG, etc.

Upon termination by the Town or final completion of the Agreement the Consultant must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Consultant and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Consultant will not be made until the Town receives the public records.

The Consultant must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Agreement for the refusal by the Consultant to comply with Chapter 119, Florida Statutes.

**Article A8 Indemnification**

To the extent provided by law, Consultant shall indemnify, defend, and hold harmless the Town of Miami Lakes ("Town") and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant.

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

**Article A9 Conflict of Interest**

No member, officer, or employee of the Town or of the locality during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. 23 CFR 1.33 and Section 287.057 FS are included by reference.

**Article A10 F.A.R. 52.203-5 Covenant Against Contingent Fees**

Contract warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee.

**Article A11 Insurance**

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance.

**A11.01 Companies Providing Coverage**

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

**A11.02 Verification of Insurance Coverage**

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

**A11.03 Forms of Coverage****A11.03-1 Commercial General Liability and Automobile Liability**

The Consultant must maintain commercial general liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. The coverage pursuant to the latest edition of the Standard ISO Form CG0001, must include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements as applicable. The coverage must be written on a primary and non-contributory basis with the Town and the Florida Department of Transportation ("FDOT") listed as

an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read (30) days/(10) days for nonpayment.

**A11.03-2 Business Automobile**

The Consultant must provide business automobile liability coverage including coverage for all owned, hired, and non-owned autos with a minimal combined single limit of \$1,000,000 naming the Town and the Florida Department of Transportation (“FDOT”) as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/(10) days for nonpayment.

**A11.03-3 Professional Liability Insurance**

The Consultant must maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$100,000 per claim, \$300,000 aggregate providing for all sums which the Consultant will be legally obligated to pay as damages for claims arising out of the services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance must be maintained for at least one year after completion of the construction and acceptance of any project covered by this Agreement.

**A11.03-4 Worker's Compensation Insurance**

The Consultant must maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence.

**A11.03-4 Subconsultant Compliance**

Consultant must ensure that all Subconsultants comply with these same insurance requirements.

**A11.04 Modifications to Coverage**

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles, or other insurance obligations by providing a thirty (30) day written notice to the Consultant in accordance with Article 10.06 herein. Consultant must comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

**Article A12 Miscellaneous**

**A12.01 Audit Rights**

The Town reserves the right to audit the Consultant's accounts during the performance of this Agreement and for five (5) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

**A12.02 Entire Agreement**

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

**A12.03 Successors and Assigns**

The performance of this Agreement must not be transferred pledged, sold, delegated, or assigned, in whole or in part, by the Consultant without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the

Consultant, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Consultant and the Town each binds one another, their partners, successors, legal representatives, and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

**A12.04 Truth-In-Negotiation Certification**

In compliance with the Consultant's Competitive Negotiation Act, for any Project to be compensated under the Lump Sum method, the Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of execution of the Agreement. The original Project value and any addition thereto will be adjusted to exclude any significant sums by which the Town determines the Project value was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

**A12.05 Applicable Law and Venue of Litigation**

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town under Section A8 where Consultant must pay the Town's reasonable attorney's fees.

**A12.06 Notices**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:  
 Edward Pidermann  
 Town Manager  
 6601 Main Street  
 Miami Lakes, Florida 33014  
[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

With a copy to:  
 Nathalie Garcia  
 Procurement Manager  
 6601 Main Street  
 Miami Lakes, Florida 33014  
[garcian@miamialkes-fl.gov](mailto:garcian@miamialkes-fl.gov)

For Consultant:  
 Stefano Viola, P.E.  
 Project Manager  
 600 North Pine Island Road, Suite 450  
 Plantation, FL 33324  
[Stefano.viola@kimley-horn.com](mailto:Stefano.viola@kimley-horn.com)

**A12.07 Interpretation**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular will include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section or Article, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

**A12.08 Joint Preparation**

Preparation of this Agreement has been a joint effort of the Town and Consultant and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**A12.09 Priority of Provisions**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail and be given effect.

**A12.10 Mediation - Waiver of Jury Trial**

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design or construction of the Project, or following the completion of the Project, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Consultant agrees to include such similar contract provisions with all Subconsultants, or independent contractors retained for the Project, thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

**A12.11 Time**

Time is of the essence in this Agreement

**A12.12 Compliance with Laws**

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions including, without limitation, the Americans with Disabilities Act ("ADA"), as amended, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. The Consultant represents and warrants that there will be no unlawful discrimination as provided by law in connection with the performance of this Agreement.

**A12.12-1 Non-Discrimination**

Consultant warrants and represents that it does not and will not engage in discriminatory practices and that there will be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin.

Consultant further covenants that no otherwise qualified individual will, solely by reason of his race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

**A12.12-2 OSHA Compliance**

The Consultant warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances. The Town reserves the right to refuse Consultant access to Town property, including project jobsites, if Consultant employees are not properly equipped with safety gear in accordance with OSHA regulations or if a continuing pattern of non-compliance with safety regulations is exhibited by Consultant.

**A12.12-3 ADA Compliance**

Consultant must affirmatively comply with all applicable provisions of the Americans with Disabilities Act (“ADA”) in the course of providing any work, labor or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, the Consultant must take affirmative steps to insure nondiscrimination in employment of disabled persons.

**A12.13 No Partnership**

Consultant is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Consultant has no authority to bind the Town to any promise, debt, default, or undertaking of the Consultant.

**A12.14 Discretion of Town Manager**

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

**A12.15 Resolution of Disputes**

Consultant understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town that cannot be resolved with the Project Manager will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Town’s Procurement Manager in writing of the dispute identified in Article A10.06, Notices. Consultant must, within five (5) calendar days of the initial notification, all supporting documentation to the Procurement Manager. Failure to submit the documentation within the five (5) calendar days will be consider by the Town that the Consultant has withdrawn its dispute. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding. The Procurement Manager may hold meeting s or obtain additional information as deemed necessary to issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant, if it elects to appeal, must submit their appeal in writing within five (5) calendar days to the Town Manager. Failure to submit such appeal of the written finding will constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding. The Town Manager will base his decision on the documentation submitted to or obtained by the Procurement Manager. No additional information or documentation will be considered.



Appeal to the Town Manager for his resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council Consultant will not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Commission if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Commission approval; or
- (iii) Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

**A12.16 Contingency Clause**

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

**A12.17 Third Party Beneficiary**

Consultant and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

**A12.18 No Estoppel**

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remains liable to the Town in accordance with applicable laws for all damages to the Town caused by the Consultant's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

Where the Consultant is comprised of more than one legal entity, each such entity will be jointly and severally liable under this Agreement.

**A12.19 Cooperation with the Inspector General**

The Parties agree to comply with S.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

**A12.20**

**FLORIDA STATUTE 558.0035: PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

**END OF SECTION**

## SECTION B SCOPE OF WORK

**Article B1 General**

Consultant must provide comprehensive Civil Engineering services necessary for completion of the Project, in accordance with the Agreement, for which Consultant was selected in accordance with Section 287.055 Florida Statutes, as amended, Consultants' Competitive Negotiations Act (CCNA).

**B1.01 Scope of Services**

The Services consist of providing engineering design and related services for the Safe Routes to School Bob Graham Education Center Project. The scope of services includes, but are not limited to, pre-design, design, permitting, and post-design services, as needed.

**Pre-design Services:** Conduct field reviews to project site as required and obtain necessary data for all elements of the project.

**Design Services:** Provide design services to produce construction plans and specifications. Coordinate with utility owners for facilities within project limits and certify clearance for construction. Provide a construction cost estimate at project milestones.

**Permitting Services:** Perform preliminary project research. Complete and submit all required permit applications with appropriate permitting agencies. Conduct coordination and respond to all permit comments from regulatory agencies and authorities having jurisdiction.

**Post Design Services:** Post design services may include, but not limited to, meetings, constructions assistance, plans revisions, respond to requests for information (RFIs), and shop drawing review. Post design services are not intended for instances of consultant errors and/or omissions.

**B1.02 Maximum Cost Limit**

Prior to authorizing the Consultant to proceed with the commencement of the Basic Services, the Town will notify the Consultant of the maximum for the cost of construction of the Project ("Maximum Cost Limit"). Consultant, if necessary, at no cost to the Town will make revisions to the drawings to maintain the cost of construction within the Maximum Cost Limit.

**Article B2 Basic Services**

The Basic Services of this Agreement include the Services as defined below.

Consultant must submit one (1) electronic set of all documents and three (3) full size copies of documents required under this Article, without additional charge, for review and approval by Town. Consultant will not proceed with the next task of the Services until the documents have been reviewed and accepted, in writing, by the Town, and a Notice to Proceed with the next phase or task has been issued by the Project Manager.

**B2.01 Development of Objectives**

Consultant must confer with representatives of Town, the assigned Town representative (Town's Project Manager), and other jurisdictional agencies to develop several options for how the various elements of a Project will be designed and constructed.

Consultant will conduct a preliminary assessment of the Project Site to analyze the Project for potential issues such as pathway alignment, safety, excessive slope, right-of-way constraints, conflicts with roadways and vehicular traffic, environmental issues (e.g., stormwater discharge, etc.), accessibility issues, drainage, and the future user experience.

Assist the Town with public outreach and workshops and participate in public meetings (e.g., meetings with stakeholders, community outreach, Town Council meetings, etc.). It is estimated that a total of six (6) meetings will be held. The Town will coordinate the meetings.

**B2.02 Schematic Design**

Consultant must prepare and present, in writing and at an oral presentation if requested, for approval by Town, design alternatives for review by the Town. The alternatives should identify any potential right of entry for driveway modifications, if applicable. Each alternative must be developed based on available funding identified by the Town.

A Statement of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost for each alternative. Such summary must be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions, and construction contingency. Such evaluation must include a brief description of the basis for estimated costs per each element and similar Project unit costs. Costs must be adjusted to the projected bid date. Any "Statement of Probable Construction Costs" prepared by Consultant represents a reasonable estimate of cost in Consultant's best judgment as a professional familiar with the local construction industry.

The Project Development Schedule must show the proposed completion date of each task of the Project through design, bidding, and post design services.

**B2.03 Construction Documents**

From the approved Schematic Design, Consultant will prepare for written approval by Town, Final Construction Documents setting forth all design drawings and specifications needed to comprise a fully biddable, permittable, constructible Project.

Consultant must produce 30%, 90% and 100% (Final Construction Documents for review and approval by Town, which must include the following:

1. A drawing cover sheet listing an index of all number of drawings by each discipline. Drawings not included in the, 30%, 90% and 100% review must be noted. Consultant must attach an index of all anticipated drawing sheets necessary to fully define the Project. The Final Construction Documents are the signed and sealed drawings that have received all permit approvals.
2. The updated Project Development Schedule to include an outline of major construction milestone activities and the recommended construction duration period in calendar days.
3. An updated Statement of Probable Construction Cost.
4. Consultant may also be authorized to include in the Construction Documents approved additive or deductive alternate bid items.
5. A Project Specifications index and Project Manual with at least 30%, 90% and Final of the Specifications completed, if required by the Project Manager.
6. Consultant must provide an index of all submittals required by the Contractor that clearly identifies submittals for which the Contractor will be responsible for design. This index will be included as part of the construction solicitation
7. Consultant must use the Town's standard General Notes. The notes are not to contain any contractual terms and conditions that are contained in the Contract Documents. The Project Manager will provide the Consultant of the Town's standard contract terms and conditions.
8. Consultant must submit any special or supplemental terms and conditions **separate** from the technical specifications.
9. Consultant will not proceed with further construction document development until approval of the 60% documents is received in writing from Town. Approval by Town will be for progress only and does not relieve Consultant of its responsibilities and liabilities relative to code

compliance and to other covenants contained in this Agreement. Consultant must resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary. The 60% Documents review (check) set must be returned to Town upon submission of 90% and Final Construction Documents and Consultant must provide an appropriate response to all review comments noted on these previously submitted documents.

Of the seven (7) copies to be provided, the Consultant must submit four (4) full size copies of the drawings and specifications, and one digital copy in .pdf format.

#### **B2.04 Dry Run Permitting**

The Consultant must file and follow-up for all required permits at the earliest practicable time during the performance of the Services, the necessary portions of the Construction Documents for approval by Town, County, State and Federal authorities having jurisdiction over the Project by law or contract with the Town and must obtain any such applicable certifications of permit approval by such authorities. The Consultant must promptly, at any time during the performance of the Work hereunder, advise the Town of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the Consultant is caused by the requirement(s) of any permitting entities.

Upon completion of dry run permitting Consultant must provide three (3) full size sealed copies of the drawings and specifications. Consultant must also provide digital versions of the drawings in .dwg, .plt, and .pdf formats. The specification additional terms and conditions must be provided in both .pdf and .doc formats. The permitted set of drawings will be considered the 100% Final Construction Documents.

#### **B2.05 Bidding and Award of Contract**

##### **B2.05-1 Bid Documents Approvals and Printing**

Upon obtaining all necessary approvals of the Construction Documents, from authorities having jurisdiction, acceptance by the Town of the 100% Construction Documents and latest Statement of Probable Construction Cost, the Consultant will assist the Town in obtaining bids, and evaluating and awarding the construction contract, if required. The Town, for bidding purposes, will have the bid documents printed.

##### **B2.05-2 Issuance of Bid Documents, Addenda and Bid Opening**

- a. The Consultant will provide the Project Manager a bid form that contains the bid line items, estimated quantities, and the units of measure.
- b. The Consultant will provide the Project Manager the number of days required for the Contractor to achieve Substantial Completion.
- c. The Town will issue the bid documents to prospective bidders.
- d. The Consultant must assist the Town in the preparation of responses to questions if any are required during the bidding period. All addendum or clarifications, or responses will be issued by the Town.
- e. The Consultant will prepare revised plans, at no cost to the Town, if any are required, for the Town to issue to all prospective bidders.
- f. The Town will schedule a "Pre-Bid Meeting" on an as needed basis, for the Project. The Consultant may be required to attend any pre-bid meeting(s) and require attendance of Subconsultants at such meetings.

##### **B2.05-3 Bid Evaluation and Award**

The Consultant may assist the Town in evaluation of bids. If the lowest responsive Bid received exceeds the total allocated funds for construction, the Town may:

1. Approve an increase in the Project cost and award a Contract;

2. Reject all bids and re-bid the Project within a reasonable time with no change in the Project, or additional compensation to the Consultant;
3. Direct the Consultant to revise the scope and/or quality of construction and rebid the Project. The Consultant will, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost based on such revisions within the total authorized construction budget. The Town may exercise such option where the bid price exceeds 10% of the Maximum Cost Limit provided to the Consultant and as may be modified by the Town and the Consultant prior to soliciting bids.
4. Suspend, cancel, or abandon the Project.

#### **B2.06 Time Frames for Completion**

The timeframes for the completion of the Project and its phase or tasks are established in Schedule 1 of the Agreement.

### **Article B3 Additional Services**

#### **B3.01 General**

Services categorized below as “Additional Services” may be specified and authorized by the Town after review and approval by FDOT and are normally considered to be beyond the scope of the Basic Services in relation to the Design Services for Safe Routes to School for Bob Graham Education Center project. Additional Services will be authorized in a Work Order and will be compensated for as provided in Section C.

#### **B3.02 Examples**

Except as may be specified in this Agreement, Additional Services may include, but are not limited to the following:

##### **B3.02-1**

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

##### **B3.02-2**

Specialty Design: Any additional special professional services not included in the Scope of Services.

##### **B3.02-3**

Extended Testing & Training: Extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Town’s personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer. Provide Commissioning Services as part of systems start-up.

##### **B3.02-4**

Major Revisions: Any changes to the Scope of Work requested by the Town shall be reviewed and approved by FDOT. Major revisions are defined as those changing the Scope of Work and arrangement of spaces or scheme or any significant portion thereof. These do not include revisions resulting from a regulatory agencies requirement for the Services to meet applicable building code requirements, or other laws, rules, or regulations.

##### **B3.02-5**

Expert Witness: Preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding, providing, however, that Consultant cannot testify against Town in any proceeding during the course of this Agreement.

**B3.02-6**

Miscellaneous: Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice related to construction.

**B3.03 Additional Design**

The Town may, at its option, elect to proceed with additional design work in relation to the Design Services for Safe Routes to School for Bob Graham Education Center project, which will be handled in accordance with the requirement for Additional Services.

**Article B4 Town's Responsibilities****B4.01 Project & Site Information**

The Town, at its expense and insofar as performance under this Agreement may require, may furnish the Consultant with the information described below, or, if not readily available, may authorize the Consultant to provide such information as part of the Basic Services or as an Additional Service, which will be paid eligible as a Reimbursable Expense.

**B4.01-1**

Surveys: Complete and accurate surveys of building or sites, giving boundary dimensions, locations of existing structures, the grades and lines of street, pavement, and adjoining properties; the rights, restrictions, easements, boundaries, and topographic data of a building site, and existing utilities information regarding sewer, water, gas, telephone, and electrical services.

**B4.01-2**

Soil Borings, Geotechnical Testing: Soil borings or test pits; chemical, mechanical, structural, or other tests when deemed necessary; and, if required, an appropriate professional interpretation thereof and recommendations. Consultant will recommend necessary tests to City.

**B4.01-3**

General Project Information: Information regarding Project Budget, City and State procedures, guidelines, forms, formats, and assistance required establishing a program as per Section A2.02

**B4.01-4**

Existing Drawings: Drawings representing as-built conditions at the time of original construction, subject to as-built availability. However, such drawings, if provided, are not warranted to represent conditions as of the date of receipt. Consultant must still perform field investigations as necessary in accordance with Section A2.01 to obtain sufficient information to perform its Services.

**B4.01-5**

Reliability: The services, information, surveys, and reports described in A4.01-1 through A4.01-4 above, will be furnished at Town's expense, and Consultant will be entitled to rely upon the accuracy and completeness thereof, provided Consultant has reviewed all such information to determine if additional information or testing is required to properly design the Project.

**B4.02 Construction Management****B4.02-1**

During construction, the Consultant and Town staff will assume the responsibilities described in the general conditions and supplementary conditions of the construction contract relating to review and approval of the construction work by the Contractor.

**B4.02-2**

If the Town observes or otherwise becomes aware of any fault or defective construction work in the Project, or other nonconformance with the construction contract during construction, the Town will give prompt notice thereof to the Consultant.

**END OF SECTION**

## **SECTION C      COMPENSATION AND PAYMENTS**

### **Article C1      Method of Compensation**

Determination for allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Contract. The fees for Professional Services for the Project and each Work Order will be determined by one of the following methods or a combination thereof, at the option of the Town Manager or designee, with the consent of the Consultant.

- a) A Lump Sum, which may include not to exceed components in accordance with C3.01 below.
- b) An Hourly Rate, in accordance with C3.02 below and at the rates set forth in the Agreement.

#### **C1.01      Compensation Limits**

The aggregate sum of all payments for fees and costs, including reimbursable expenses, to the Consultant payable by the Town under this Agreement will be limited to the amount specified in Section A2.03-1 as the maximum compensation limit for cumulative expenditures under this Agreement. Under no circumstances will the Town have any liability for Services performed, or as otherwise may be alleged or claimed by Consultant, beyond the cumulative amount provided herein, except where specifically approved in accordance with the Town's Procurement Ordinance, either by the Town Manager or Town Council, as applicable, as an increase to the Agreement and put into effect via an Amendment to this Agreement.

#### **C1.02      Consultant Not to Exceed**

Absent an amendment to the Agreement or to any specific Work Order, any maximum dollar or percentage amounts stated for compensation must not be exceeded. In the event they are so exceeded, the Town will have no liability or responsibility for paying any amount of such excess, which will be at Consultant's own cost and expense.

### **Article C2      Wage Rates**

#### **C2.01      Fee Basis**

All fees and compensation payable under this Agreement will be formulated and based upon the certified negotiated Wage Rates stated in Schedule 2 of the Agreement. Said Wage Rates are the effective direct hourly rates, as approved by the Town, of Consultant and Subconsultant employees in the specified professions and job categories that are to be utilized to provide the Services under this Agreement, regardless of manner of compensation.

Should the Consultant intend to utilize personnel or Subconsultants for the Project where the Wage Rates have not been established, the Consultant must request that the Town add the person or Subconsultant's wage rates to Schedule 2 prior to the use of the personnel. The Town may require that the Consultant provide documentation substantiating the request.

#### **C2.02      Employees and Job Classifications**

Form KS identifies the professions, job categories or employees expected to be used during the term of this Agreement. These may include engineers, landscape architects, professional interns, designers, CADD technicians, project managers, GIS and environmental specialists, specification writers, clerical/administrative support, and others engaged in the Work. In determining compensation for a given Scope of Work, the Town reserves the right to recommend the use of Consultant employees at particular Wage Rate levels.

#### **C2.03      Calculation**

Said Wage Rates are to be utilized by Consultant in calculating compensation payable for Additional Services requested by Town or where the Consultant proposes to add additional staff. Consultant must identify job classifications, available staff and projected man-hours required for the proper



completion of tasks or groups of tasks, milestones and deliverables identified in a request for Additional Services in relation to the Design Services for Safe Routes to School for Bob Graham Education Center project.

**C2.04 Wage Rate Adjustments**

There will be no wage rate adjustments permitted under this Agreement.

**Article C3 Computation of Fees and Compensation**

The Town agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined above, as applicable, in the following manner:

**C3.01 Lump Sum**

Compensation for a Scope of Work will typically be a Lump Sum, either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the Town, to be mutually agreed upon in writing by the Town and the Consultant. Lump Sum and Lump Sum not to Exceed methods of compensation are the preferred methods of compensation. The Lump Sum or Lump Sum not to Exceed will be calculated utilizing the Wage Rates established in Schedule 2. Such Fee(s) will be subject to validation by the Town and the Town may request additional information to substantiate the Fee(s).

**C3.01-1 Lump Sum Fixed Fee** will be the total amount of compensation to be paid to the Consultant for the Services performed on the Project Work Order, or phase/ task of the Project or Work Order. Payments to the Consultant will be based on a percentage of completion basis. Lump Sum shall only be used when the Town has established the extent, scope, complexity, character, and duration of the work to be required to a degree that fair and reasonable compensation, including a fixed fee, can be determined at the time of negotiation.

**C3.01-3 Lump Sum Not to Exceed Fee** will establish the maximum amount of compensation to be paid to the Consultant for the Services performed on the Project Work Order, or phase/task of the Project or Work Order. Payments to the Consultant will be based on the actual work effort required to complete the Project, Work Order, phase, or task.

**C3.01-3 Guaranteed Maximum Lump Sum** will be the total maximum fee amount payable by Town wherein certain aspects, tasks or allowances may not be defined, quantified and calculated at the time of Work Order issuance. A Guaranteed Maximum Lump Sum compensation may represent a combination of Fixed Fees for Professional Services and not to exceed allowances for Reimbursable Expenses or Additional Services.

**C3.01-4 Lump Sum Fee Adjustment:** Where the Town authorizes a substantial or material change in the Scope of Services, the Lump Sum Base Fee may be equitably adjusted by mutually consent of the parties, which will be reflected in an amendment to the Agreement.

**C3.02 Hourly Rate Fees**

**C3.02-1** Hourly Rate Fees are those rates for Consultant and Subconsultant employees identified in Schedule 2 Wage Rates. All hourly rate fees will include a maximum not to exceed figure, inclusive of all costs expressed in the Agreement. The Town will have no liability for any fee, cost, or expense above this figure.

Hourly Rate Fees will be used only in those instances where the parties agree that it is not possible to determine, define, quantify, or calculate the complete nature, or aspects, tasks, man-hours, or milestones for a Work Order or portion thereof at the time the Work Order is issued. In such cases, the Town will establish an allowance in the Work Order that will serve as a Not to Exceed Fee for the Services to be performed on an Hourly Rate Basis.

Consultant must maintain records acceptable to the Town to track the hours of work performed by each person.

### **C3.03 Reimbursable Expenses**

Any fees for authorized reimbursable expenses must not include charges for any expenses identified in Article C2.03, Multiplier. All reimbursable services must be billed to the Town at direct cost expended by the Consultant, without any mark-up, including but not limited to charges for the Consultant handling, office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications (above the quantities set forth in this Agreement), mailing, stenographic, clerical, or other employees time for travel and subsistence. Town authorized reproductions in excess of the number of sets required for each phase of the Services will be a Reimbursable Expense.

The Town will reimburse the Consultant for authorized Reimbursable Expenses pursuant to the limitations of this Agreement as verified by supporting documentation deemed appropriate by Town Manager or designee including, without limitation, detailed bills, itemized invoices, or copies of cancelled checks.

### **C3.04 Fees for Additive or Deductive Alternates**

The design of additive and deductive alternates contemplated as part of the original Scope for a Project as authorized by the Town Manager will be considered as part of Basic Services. The design of additive and deductive alternates that are beyond the original Scope of Work and construction budget must be authorized through a Work Order and must be billed to Town as Additional Services. The fees for alternates will be calculated by one of the three methods outlined above, as mutually agreed by the Town Manager and the Consultant.

### **C3.05 Fees for Additional Services**

The Consultant may be authorized to perform Additional Services for which additional compensation or Reimbursable Expenses, as defined in this Agreement under Sections C3.03 and C3.05 respectively, may be applicable. The Consultant must utilize the Work Order Proposal Form and worksheets which can be found on the Town's website at [http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=149&Itemid=358](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358). The webpage also provides the procedures for completing these forms. Failure to use the forms or follow the procedures will result in the rejection of the Work Order Proposal.

#### **C3.05-1 Determination of Fee**

The compensation for such services will be one of the methods described Sections C3.01 and C3.02.

#### **C3.05-2 Procedure and Compliance**

An independent and detailed Work Order or an Amendment to a previously issued Work Order will be required to be issued and signed by the Town Manager for each Additional Service requested by the Town. The Work Order will specify the fee for such service and upper limit of the fee, which must not be exceeded, and must comply with the Town's regulations, including the Procurement Ordinance, the Consultant's Competitive Negotiation Act, and all other applicable laws.

### **C3.06 Payment Exclusions**

Consultant will not be compensated by Town for revisions and modifications to drawings and specifications, for extended construction administration, or for other Services when such Services are due to errors or omissions of the Consultant, as determined by Town.

### **C3.07 Fees Resulting from Project Suspension**

If a Project is suspended for the convenience of the Town for more than three (3) months or terminated without any cause in whole or in part, the Consultant will be paid for Services duly authorized and performed prior to such suspension or termination, together with the cost of authorized Reimbursable Expenses, and all appropriate, applicable, and documented expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the Consultant's further compensation will be subject to renegotiations.

#### **Article C4      Payments to the Consultant**

##### **C4.01 Payments Generally**

Payments for Basic Services may be requested monthly in proportion to Services performed during each Phase of the Work. Subconsultant fees and Reimbursable Expenses must be billed to the Town in the actual amount paid by Consultant. Consultant must utilize the Town standard Consultant Invoice Form as identified in Section A2.03-2. Failure to use the Town's invoice form will result in rejection of the payment request.

##### **C4.02 Comprehensive Basic Services**

For Projects and Work Orders contain multiple phases or task, payments will not exceed the amount stipulated for each phase/task and the aggregate payment will not exceed the total value of the Agreement.

##### **C4.03 Billing – Hourly Rate**

Invoices submitted by the Consultant must be sufficiently detailed and accompanied by supporting documentation to allow for proper audit of expenditures. When Services are authorized on an Hourly Rate basis, the Consultant must submit for approval by the Project Manager, a Town invoice form, with supporting documentation providing the names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on the Project, Work Order, phase, or task. Any authorize Reimbursable Expenses may then be added. The Consultant must attach to the invoice all supporting data for payments made to and incurred by Subconsultants engaged on the Project. In addition to the invoice, the Consultant must, for Hourly Rate authorizations, submit a progress report giving an update on the completion of the Project, Work Order, or the applicable phase or task.

##### **C4.03 Payment for Additional Services & Reimbursable Expenses**

Payments for Additional Services must comply with the requirements of this Sections 3.03. 3.05 and Section C4. Failure to comply with these requirements will result in the delay of payment by the Town.

#### **Article C5      Reimbursable Expenses**

##### **C5.01 General**

Reimbursable Expenses are those items authorized by the Town outside of or in addition to the Scope of Work as identified in the Basic Services or Work Order and consist of actual expenditures made by the Consultants and the Consultant's Subconsultants, as stated in Section 3.03 for the following:

###### **C5.01-1 Transportation**

Transportation will not be considered a reimbursable expense under this Agreement.

###### **C5.01-2 Travel and Per Diem**

Travel and per diem will not be considered a reimbursable expense under this Agreement.

###### **C5.01-3 Communication Expenses**

Identifiable communication expenses approved, in writing and in advance by the Town Manager, including long distance telephone, courier and express mail between the Consultant's and Subconsultant's offices or the Town's offices.

###### **C5.01-4 Reproduction, Photography**

Cost of printing, reproduction, or photography, beyond that which may be required by the Agreement, which is required by or of Consultant to deliver the services set forth in this Agreement.

**C5.01-5 Permit Fees**

All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required to be paid by the construction Contractor.

**C5.02 Reimbursements to Subconsultants**

Reimbursable Subconsultant expenses are limited to the items described above when the Subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Town Manager and subject to all budgetary limitations of the Town and requirements of the Agreement.

**END OF SECTION**

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

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**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
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12/19  
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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

**SECTION D – FORMS & SCHEDULES**

**Form SC - SUBCONSULTANTS**

FIRM NAME	CONSULTING FIELD
Longitude Surveyors, LLC	Survey and Mapping

**Form KS – KEY STAFF**

NAME	JOB CLASSIFICATION
John J. McWilliams	Chief Engineer 1
Marwan H. Mufleh	Chief Engineer 2
Marissa Maring	Engineer 1
Eric Regueiro	Engineer 2
Elizabeth Perez	Engineering Intern
Erin Emmons	GIS Specialist
Stefano Viola	Project Manager 1
Casey Crozier	Secretary/Clerical
Leonte Almonte	Senior Engineer 1
Luis Guerra	Senior Engineering Technician
Senior Scientist	Senior Environmental Specialist
William T. Spinner	Senior Scientist



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Witness/Attest

Kimley-Horn and Associates, Inc.





Signature

Signature

Stefano Visla Vice President

GARY R. RATZ VICE PRESIDENT

Print Name, Title

Print Name, Title of Authorized Officer or Official

Attest:

(Corporate Seal)

Consultant Secretary

(Affirm Consultant Seal, if available)

Attest:

Town of Miami Lakes, a municipal corporation of the State of Florida

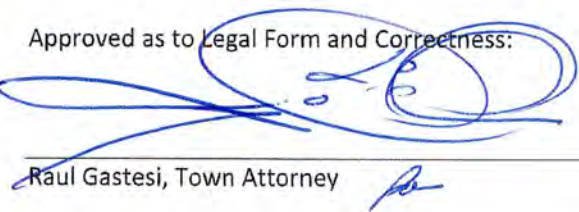




Gina Inguanzo, Town Clerk

Edward Pidermann, Town Manager

Approved as to Legal Form and Correctness:



Raul Gastesi, Town Attorney



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**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, will be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the partnership to execute agreements on behalf of the partnership and provides that his/her execution thereof, attested by a partner, will be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Agreement to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

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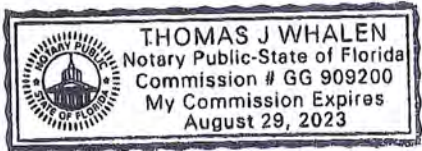
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NOTARIZATION

STATE OF FLORIDA )

) SS:



COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 15 day of JULY, 2021, by GARY RATAY, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did / did not) take an oath.

[Handwritten Signature]

SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

THOMAS J. WHALEN

PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC



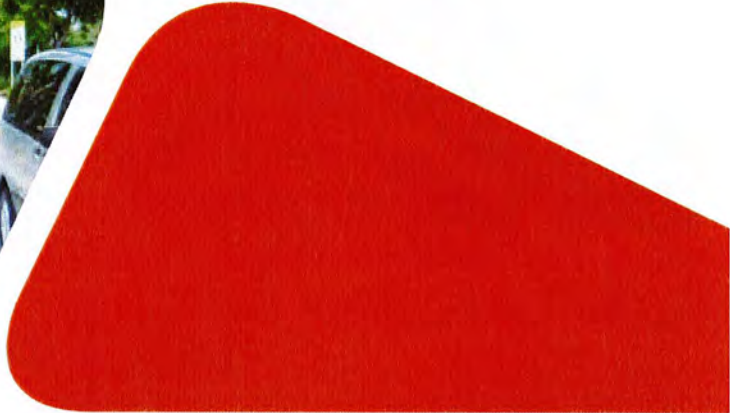
JOB CLASSIFICATION	BASIC HOURLY RATE
Project Manager	\$65.18
Chief Engineer 1	\$78.00
Chief Engineer 2	\$86.70
Engineer 1	\$46.25
Engineer 2	\$59.66
Engineering Intern	\$36.62
GIS Specialist	\$53.16
Senior Engineer 1	\$68.67
Senior Engineering Technician	\$34.05
Senior Environmental Specialist	\$54.86
Senior Scientist	\$52.20
Secretary/Clerical	\$29.78

**Exhibit A**  
**CONSULTANT'S PROPOSAL**



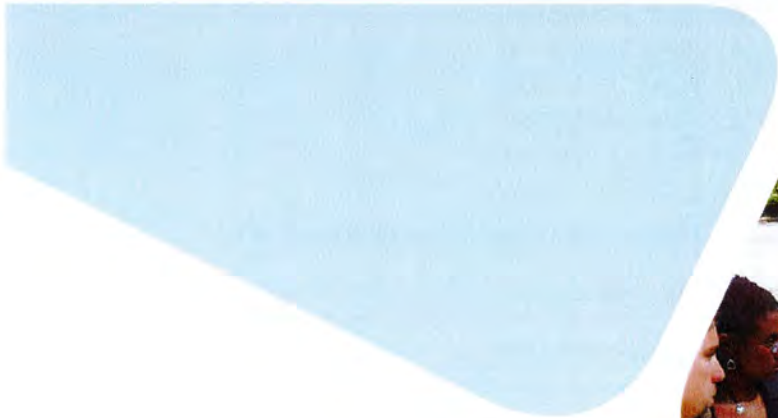
JOB CLASSIFICATION	BASIC HOURLY RATE
Project Manager	██████
Chief Engineer 1	██████
Chief Engineer 2	██████
Engineer 1	██████
Engineer 2	██████
Engineering Intern	██████
GIS Specialist	██████
Senior Engineer 1	██████
Senior Engineering Technician	██████
Senior Environmental Specialist	██████
Senior Scientist	██████
Secretary/Clerical	██████

**Exhibit A**  
**CONSULTANT'S PROPOSAL**



Design Services for  
**Safe Routes to School for**  
Bob Graham Education Center

RFQ No. 2020-18



Kimley » Horn



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# Section 1

- a. RFQ – PL – Proposal Cover Letter
- b. RFQ – N – Proposal Narrative Form
- c. RFQ – CPD – Company Profile & Declaration Form





## ***Request for Qualifications Proposal Cover Letter***

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**RFQ TITLE:** Design Services for Safe Routes to School for Bob Graham Education Center

**RFQ No.:** RFQ No. 2020-18

**Proposer's Name:** Kimley-Horn and Associates, Inc.

**Name:** Stefano Viola, P.E., Project Manager

**Address:** 600 North Pine Island Road, Suite 450, Plantation, FL 33324

**FEIN #:** 56-0885615

**Proposer's Contact Person:** Stefano Viola, P.E., Project Manager

**Name:** Stefano Viola., P.E.

**Title:** Project Manager

**Telephone #:** 954.535.5100

**E-Mail:** Stefano.Viola@kimley-horn.com

**Certification of Compliance with Minimum Qualification Requirement(s)**

By signing below the Proposer certifies that it meets the minimum requirements set forth in the RFQ.

**Proposer's Authorized Representative:**

**Name:** Gary Ratay, P.E.

**Title:** Vice President

**Signature:** 

**Date:** 9/24/2020

# Request for Qualifications Proposal Narrative Form

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**RFQ Title:** Design Services for Safe Routes to School for Bob Graham Education Center

**RFQ Number:** RFQ No. 2020-18

**Name of Proposer:** Kimley-Horn and Associates, Inc.

**In the space provided below respond to the requirements for the Narrative** by explaining the specific reasons why the Proposer is the most qualified and best choice to be awarded this Project.

Dear Selection Committee Members:

It may seem elementary but providing a safe and efficient network for students to arrive and depart school is more than a path to a facility. By developing a comprehensive system to allow all modes of transportation safe passage, families, faculty, and staff can utilize a variety of safe and healthy options.

**Kimley-Horn** is pleased to submit this letter of interest and proposed project approach for civil engineering design services for the Safe Routes to School (SRTS) for Bob Graham Education Center Project. We have enjoyed the professional relationships we have forged with Town staff while working together on several exciting projects. We sincerely desire to continue our service to you.

**Proven Service to Miami Lakes.** For many years, Kimley-Horn has served as a consultant to the Town of Miami Lakes, providing civil engineering, landscape architecture, planning, and construction phase services on projects ranging from drainage and recreational facilities to planning services. Through our years of service, the Town of Miami Lakes has seen firsthand Kimley-Horn's responsiveness, attention to detail, and dedication to project success.

**Competent Project Manager.** I will serve as your seasoned project manager. I have been serving clients, including the Town of Miami Lakes, for 14 years and have a passion for municipal projects. I have worked on several projects for the Town including the Stormwater Master Plan Update #3, Downtown Phase I & II and West Lakes A Drainage Improvement projects all of which I served as project manager. West Lakes A included close design coordination with Barbara Goleman Senior High School to insure pedestrian and bicycle connectivity was provided throughout the construction of the project.

**Dedicated project team.** For this effort, I have assembled a local team that truly understands the Town of Miami Lakes, Florida Statutes, and other governmental agencies, as well as the role we will serve in the success of the Town's growth and vitality. We recognize that our obligation to provide the Town with quality results requires an accessible office and a superior staff.

**Safe Routes to School Experience.** For 45 years, Kimley-Horn has served communities throughout Florida on a variety of safe routes to school and complete street designs by providing thorough, innovative, and thoughtful service that works within and pushes the limits of FDOT design standards. Our team has the **creativity, experience, and passion** needed to successfully assist the Town of Miami Lakes in the planning and design of a beautiful, functional Safe Routes to School project that will be enjoyed by future generations.

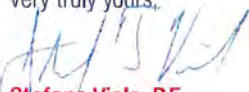
**Qualified Subconsultants.** Partnering with Kimley-Horn, we have **Stoner and Associates, Inc.** and **TSF** for surveying and geotechnical engineering services respectively. These two firms have extensive local experience and have served the Town of Miami Lakes previously on several projects.

**Benefits of Selecting Kimley-Horn.** By selecting our team to serve you as the consultant for the design and engineering for the Safe Routes to School for Bob Graham Education Center Project, the Town of Miami Lakes will benefit from:

- A proven project manager dedicated to client service and the success of the Safe Routes to School Project
- Full range of consulting engineering, drainage design, and traffic engineering services
- Depth of knowledge with regard to permitting projects in Miami-Dade County and with FDOT
- Focus on value and stewards of the project budget
- Proven success in obtaining buy-in from your residents at community involvement meetings
- Excellent communication skills
- Adaptability during design

**Summary.** The Kimley-Horn project team is dedicated to meeting the needs of the Town of Miami Lakes for the Safe Routes to School for Bob Graham Education Center Project. We will actively identify and solve critical issues, find reliable and innovative solutions, and provide responsive and cost-effective service. We sincerely appreciate the opportunity to present our qualifications to you and look forward to serving as your consultant.

Very truly yours,

  
**Stefano Viola, P.E.**  
Project Manager



Company Profile and Declaration

Solicitation Name: Design Services for Safe Routes to School for Bob Graham Education Center

Solicitation Number: RFQ No. 2020-18

Submitted By: Kimley-Horn and Associates, Inc. (Respondent Firms' Legal Name)

N/A (Respondent D/B/A Name, if used for this Project)

Gary Ratay, P.E., Vice President (Name and Title of Officer Signing the Submittal for the Respondent)

Stefano Viola, P.E., Project Manager (Contact Name, if different from Officer)

600 North Pine Island Road, Suite 450 (Street Address)

Plantation, FL 33324 (City/State/Zip Code)

Stefano.Viola@kimley-horn.com (Email Address) 954.535.5133 (Phone Number)

Declaration

I, Gary Ratay, P.E. hereby declare that I am the Print Name

Vice President of Kimley-Horn and Associates, Inc. Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFQ are, to the best of my knowledge, true, accurate, and complete as of the submission date.





The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFQ issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFQ and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFQ Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFQ;
5. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
6. All statements, information and representations prepared and submitted in response to the RFQ are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFQ to independently verify the information provided in the Submittal;
7. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
8. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFQ;
9. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
10. Respondent has had no contact with Town personnel regarding the RFQ, the Project or evaluation of Submittals in response to this RFQ. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
11. The Proposal submitted by the Respondent has been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;



- 12. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFQ; and
- 13. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Orange County, State of Florida on July 27th 2020.

Gary R Ratay  
Signature

Gary Ratay, P.E., Vice President  
Print Name

Subscribed and sworn to before me this 27th day of July, 2020.  
By means of  physical presence or  online notarization.

Lauren A Keys  
Signature

Lauren A. Keys, Notary Public, State of Florida  
Print Name



(Notary Seal/Stamp)



# Section 2

- a. RFQ – QP – Qualifications of Proposer
- b. Resume of Principal
- c. RFQ-QT – Qualifications of Proposer’s Team
- d. RFQ-WC – Workload Capacity
- e. Table of Organization Chart
- f. Resumes of Key Personnel (excluding Project Manager)



# Request for Qualifications

## Qualifications of Proposer

### Instructions

This form is to be completed and submitted in accordance with the requirements of the RFQ to which your firm is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a Response as non-responsive.

RFQ Solicitation No.: RFQ No. 2020-18  
RFQ Title: Design Services for Safe Routes to School for Bob Graham Education Center

Name of Proposer: Kimley-Horn and Associates, Inc.

If Proposer is using a registered fictitious name provide the corporate Name: N/A

DBPR License No.: 696 Date Originally issued: 5/10/1997

Primary types of services provided: (drainage, roadway, paving, residential, high-rise, gov't, parks, commercial or residential high-rise, etc.)

Kimley-Horn is a full service, multi-disciplinary firm offering all of the services listed above and more. Should a detailed list be required, one can be provided upon request.

Type of Firm:  Corporation  LLC  Partnership  Sole Proprietor  Other \_\_\_\_\_

FEIN or SSN No: 56-0885615

Is this the Proposer's main office? Yes  No  If No, main office location: Raleigh, NC

Date Registered to Conduct Business in the State of Florida: 4/28/1968 License No.: 821359

Will Proposer rely on any other branch or subsidiary office to perform the work? Yes  No

If yes, location of these offices: 600 North Pine Island Road, Suite 450, Plantation, FL 33324

Number of years in business under current name: 53. If firm has undergone a name change in the past 5 years, provide prior name & number of years in business under this name (not a result of a sale of the firm):

N/A

Name of any prior companies: N/A

Number & types of contracts in the past 5 years:

Design-Bid-Build: 20k+/- Design/Build: 50k+/- CM@ Risk: 50k+/- Non-Design Studies: \_\_\_\_\_

Public Entity Contracts: \_\_\_\_\_ (one time) \_\_\_\_\_ (miscellaneous/continuing) Private Sector: 75k+/-

Drainage/Milling & Resurfacing: \_\_\_\_\_ Drainage (only): \_\_\_\_\_ Milling/Resurfacing: \_\_\_\_\_

Resurfacing (only): \_\_\_\_\_ Lighting (part of a project or stand-alone): \_\_\_\_\_ Traffic Signal: \_\_\_\_\_

Other (specify): 100s- we do not track projects using these specific categories, but we have completed hundreds of these types of projects in the last five (5) years.

Total Number of Employees: 4255 Licensed Engineers: 1482 Engineers (non-licensed) 816

Inspectors (Licensed) 5 Inspectors (non-licensed) 7 CADD Technicians: 310 Managerial: 251

Other(list): Our 1,384 remaining employees include planners, landscape architects/analysts, geologists, an in-house surveyor, and administrative/support staff

**Request for Qualifications**  
**Qualifications of Proposer Form RFQ-QP**

List, explain and provide the status of all claims, lawsuits, and judgments pending or settled within the last 5 years: (add additional pages if necessary)

See attached. The opening paragraph on the following page provides an explanation of the circumstances and resolutions requested for the question below.

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Have any claims been made against the firm's professional liability insurance for errors & omissions?

Yes  No  If yes, provide an attachment explaining the circumstance(s) & the resolution(s).

To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity.  Yes  No If yes, provide details on a separate sheet.

Key Staff or Principals of the company (have)  (have not)  been convicted by a Federal, State, County or Municipal Court of or have any pending violations of law, other than traffic violations. To include stockholders over ten percent (10%). Explain any convictions or pending action on a separate sheet.

Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  Yes  No If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

**Brief History of the Firm**

In the space remaining on this page provide a brief history of the Proposer's Firm:

**Kimley-Horn** is a *multidisciplinary consulting firm* offering services to federal, state, and local government agencies; developers; and commercial, industrial, and agricultural interests. Our permanent staff includes more than 4,000 professional, technical, and support staff in 94 offices nationwide - *over 800 staff in 18 offices across Florida.*

*Founded in 1967 by transportation engineers* in Raleigh, North Carolina, Kimley-Horn became well known for its expertise in transportation planning and traffic engineering. In the early 1970s, the firm built an impressive track record in regional and urban area transportation planning, traffic impact analysis, parking planning and design, traffic control system design, as well as statewide and local traffic operations and safety studies. During this period, the firm also added practices in structural, highway, and bridge design, as well as airport planning and design.

In 1983, Kimley-Horn merged with Hutcheon Engineers of West Palm Beach, Florida to enhance its general civil engineering and surveying practices. Further diversification of Kimley-Horn's services and geographic practice followed over the years. The firm's commitment to growth has enabled Kimley-Horn to become *one of the premier consulting firms in the nation.*

Kimley-Horn's growth is reflected in its *steady rise on Engineering News-Record's list of top design firms* in the nation. The firm first appeared on the list in 1981, when it ranked 421st; in 2020, Kimley-Horn ranked 17th overall, 8th among the top 100 pure design firms, 10 among the top 50 transportation firms, 7th in general building, 4th in airports, 7th in highways and solar power, 12th in water treatment and desalination, and 14th in mass transit and rail. The success of our rankings is a result of the firm's *steadfast commitment to pursuing continuous quality improvement and providing exceptional client service.*



## Litigation

**Kimley-Horn** and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. From time to time, Kimley-Horn will file a lawsuit against a client for unpaid fees. We do not track these cases. In the last 5 years, Kimley-Horn has had more than 19,675 active projects in Florida, 19 of which had some form of litigation. Of these cases, 5 were dismissed, 10 were settled, and 4 are pending. This represents 0.9657% of all projects completed by Kimley-Horn in Florida over the past five years. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

No judgments have been entered against Kimley-Horn. Legal Proceedings in Florida in the last five years which have settled or are currently pending are as follows:

Renee Borak and Fred Borak v. Simon Property Group, Inc., et al.: 15th Judicial Circuit Court, Palm Beach County; Case No. 16-CA-1148; filed 2016; personal injury claim; settled; closed 2016.

Community Asphalt Corporation v. Wantman Group, Inc., et al.: Florida Department of Transportation; 11th Judicial Circuit Court, Miami-Dade County, FL, Cause No. 2018-029816-CA-01; filed 2018; alleged economic loss; pending.

Kathleen Conti v. Simon Property Group, Inc., et al.: 15th Judicial Circuit Court Palm Beach County; Case No. 502017CA008616XXXMB Division: AE; filed 2017; personal injury claim; settled; closed 2019.

Walter Ford and Grace Ford v. EC Manatee LLC, D/B/A Manatee Island Bar & Grill, et al.: 19th Judicial Circuit Court, Martin County; Case No. 13 1536CA; filed 2014; personal injury claim; settled; closed 2015.

Heron Bay Community Association, Inc. vs. WCI Communities, LLC, et al.: 15th Judicial Circuit Court, Broward County; Case No.: CACE16003120; filed 2016; alleged economic loss; settled; closed 2020.

Jennifer Lancaster v. VCC, LLC, et al.: 15th Judicial District Court of Palm Beach County, Florida; Cause No. 502019CA011526; filed 2019; served 2020; alleged personal injuries claimed; pending.

Lunacon Engineering Group v. City of Homestead v. Kimley-Horn, et al.: 11th Judicial Circuit Court Miami-Dade County, Case No. 2017-000561-CA-01; filed 2017; alleged economic loss; settled; closed 2018.

Harris Mitchell v. Frank Anderson, et al.: 15th Judicial Circuit Court, Palm Beach County, Florida; Case No. 50-2019-CA-006676; filed 2019, served 2020; alleged personal injuries claimed; pending.

Sema Construction, Inc. v. City of Altamonte Springs: 18th Judicial Circuit Court, Seminole County; Case No. 2015-CA-002951-15-W; filed 2016; alleged economic loss; pending.

Prime Properties International, LLC v. Kimley-Horn and Associates, Inc.: 10th Judicial Circuit Court, Polk County; Case No. 2017CA-002127; filed 2017; alleged economic loss: settled, closed 2017.

Stacey Vasquez, Representative of Frank Vasquez, III, v. Matthew West, et al.: 13th Circuit Court, Hillsborough Co; Case 15CA006839; filed 2015; traffic accident, wrongful death claim; settled; closed 2017.

Joan Weinstein v. Simon Property Group LP and Town Center at Boca Raton Trust: 15th Judicial Circuit, Palm Beach Co; Case No. 502016CA003199; filed 2016; personal injury claim; settled; closed 2017.

Deontra Williams v. FDOT, et al.: 17th Judicial Circuit Court, Broward County; Case No. CACE-13-009427(05); filed 2015; bicycle accident, personal injuries claimed; settled; closed 2017.

Wal-Mart Stores East, LP, et al. v. Bades Construction Company, Inc., et al.: 15th Circuit Court, Palm Beach County; Case No. 2019CA005775; filed 2019; alleged economic loss; settled; closed 2019.

**Request for Qualifications  
Qualifications of Proposer Form RFQ-QP**

List below the names of owners, officers, principals, and the principal-in-charge-of the Proposer's firm together with the title and percentage of ownership (add additional pages as necessary):

Name	Title	% Ownership
See attached.		

By signing below Proposer certifies that the information contained in Form RFQ-QP is accurate and correct. Proposer further certifies that it is aware that if the Town determines that any of the information is incorrect or false the Town may at its sole discretion reject the Response as non-responsive.

By: *Gary R Ratay*  
Signature of Authorized Officer

9/24/2020  
Date

Gary Ratay, P.E.  
Printed Name

Vice President  
Title



## Kimley-Horn – Owners, Officers and Principals

Name	Title	% Ownership
Associates Group Services, Inc.	Parent Company of Kimley-Horn and Associates, Inc.	100%
APHC, Inc.	Parent Company of Associates Group Services, Inc.	100% of AGS
John C. Atz	Chairman, Director	2.0%
David L. McEntee	Vice President, Treasurer, Assistant Secretary	0.2%
Barry L. Barber	Executive Vice President, Director	2.1%
Stephen W. Blakley, Jr.	Senior Vice President, Director	1.2%
Scott W. Colvin	Senior Vice President, Director	0.6%
Richard N. Cook	Senior Vice President, Secretary	1.1%
Paul B. Danielson	Senior Vice President, Director	0.8%
William E. Dvorak, Jr.	Senior Vice President, Director	0.8%
Tammy L. Flanagan	CFO, Vice President	0.3%
Brian A. Good	Senior Vice President, Director	0.5%
James R. Hall	Senior Vice President, Director	1.6%
Steven E. Lefton	CEO, President, Director	1.6%
Emmeline F. Montanye	Senior Vice President, Director	0.4%
Brent H. Mutti	Senior Vice President, Director	0.6%
Brooks H. Peed	Chairman Emeritus, Director	0.4%

*Ownership:* **Kimley-Horn and Associates, Inc.** is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 500 Kimley-Horn employees, none of which own 3% or more of the outstanding shares.



# Gary Ratay, P.E.

Principal, Specifications



**Town Engineering Services, Town of Miami Lakes** — Project manager. Served as City manager, providing numerous duties that are associated with engineering, utility, parks, planning, and other engineering-related issues. Specifically, Kimley-Horn provides services and acts as the town engineer, public works staff, utility staff, and construction oversight staff.

**General Consulting Services, Village of Palmetto Bay** — Project manager for the development of a stormwater master plan for the Village of Palmetto Bay to address flood protection activities for its residents, and to protect the environmental quality of its many canals. In addition to addressing stormwater management issues, Kimley-Horn developed a stormwater management report to assist the Village in creating a stormwater utility. A stormwater utility generates a dedicated stream of revenue to implement capital improvements and maintain an operation and maintenance program associated with the stormwater system. The project tasks primarily consisted of data compilation, development of a stormwater master plan, development of a stormwater management report, and assisting the Village in joining the National Flood Insurance Program (NFIP) so that federally funded flood insurance is available to the community.

**Continuing Stormwater Services, Town of Cutler Bay** — Project manager for the creation of a stormwater master plan for Cutler Bay to address flood protection activities for its residents and protect the environmental quality of its canals. Kimley-Horn also developed a stormwater management report to assist the client in creating a stormwater utility, which generates a dedicated stream of revenue to implement capital improvements and maintain an operation and maintenance program associated with the stormwater system. The project tasks included compiling data, developing a stormwater master plan, developing a stormwater management report, and assisting Cutler Bay in joining the National Flood Insurance Program (NFIP) so that federally funded flood insurance is available to the community. Specific projects have included drainage improvement projects for Cutler Ridge Elementary School and Saga Bay.

**Continuing Engineering Services, City of Miramar** — Principal-in-charge for Kimley-Horn's general civil engineering, traffic engineering, landscape architecture and park design consulting services to the City of Miramar on an ongoing basis. Areas of assistance include review of traffic impact analyses and parking studies specific to development applications, park design services for the Police Benevolent Association Civic Center Park Expansion, reclaimed water line design, water main design, and site civil engineering. Additional services include involvement as a member of the City of Miramar's land development staff to provide traffic and transportation input to the Planning and Zoning Board and the City Commission for traffic operation issues and proposed development site plans.

**General Engineering and General Traffic and Transportation Services, City of South Miami** — Project team member. Kimley-Horn provided a variety of services for the City of South Miami. Projects intersection improvements to SW 64th Street and SW 59th Place and SW 74th Street and SW 59th Avenue. Services provided included downtown traffic analysis, water main improvements, miscellaneous drainage improvements, roadway beautification along sections of US 1, new asphalt, traffic calming elements to narrow the intersection by adding landscape medians, construction phase services; design services for Murray Park, and north end drainage improvements.

## Professional Credentials

- Bachelor of Science, Mechanical Engineering, University of Florida, 1985
- Professional Engineer in Florida, #46682, April 15, 1993
- Florida Engineering Society
- National Society of Professional Engineers (NSPE)

## Special Qualifications

- Has 34 years of civil engineering experience with particular expertise in general municipal engineering, stormwater management, project permitting, and construction phase services
- Principal areas of practice include water distribution, wastewater collection, force main and associated pump station design, water treatment plant design, well pump design and site piping, and feasibility and engineering reports
- Has State Revolving Fund (SRF) loan experience

# *Request for Qualifications Qualifications of Proposer's Team*

**Instructions**

This form is to be completed and submitted RFQ in accordance with the requirements to which your firm is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a Response a non-responsive.

RFQ Solicitation No.: 2020-18      RFQ Title: Design Services for Safe Routes to School for Bob Graham Education Center

Name of Proposer: Kimley-Horn and Associates, Inc.

**Subconsultants:**

Name of Firm	Office Location: City/State	Discipline(s) to be provided	License No.	LEED Certified Staff
TSF	Miami Lakes / FL	Geotechnical	28073	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Stoner & Associates, Inc.	Davie/FL	Surveying	6633	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	_____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>

# *Request for Qualifications Qualifications of Proposer's Team*

**Key Personnel**

Only include personnel who will play a key role in the Work. Do not include personnel for positions such as CADD Technicians, Inter or Associate level staff, and other similar support personnel. As stipulated in the RFQ a 1 page resume is to be included for each of the key personnel. For Miscellaneous Services Agreements the Project Manager will be the lead point of contact for the Town.

Name	Role	Name of Firm	License No.	Years Experience	Years with Firm	LEED Certified
Stefano Viola, P.E.	Project Manager	Kimley-Horn and Associates, Inc.	74655	14	14	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Gary Rataj, P.E.	Principal	Kimley-Horn and Associates, Inc.	0046682	34	24	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Stewart Robertson, P.E.	QA/QC	Kimley-Horn and Associates, Inc.	63939	21	19	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Eric Regueiro, P.E.	Roadway Safety	Kimley-Horn and Associates, Inc.	86211	15	14	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Barton Fye, P.E.	Drainage/Utilities	Kimley-Horn and Associates, Inc.	73898	14	6	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Leo Almonte, P.E.	Construction Documents	Kimley-Horn and Associates, Inc.	70822	18	14	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
John McWilliams, P.E.	Signals/Signage	Kimley-Horn and Associates, Inc.	62541	22	20	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Erin Emmons, GISP	GIS	Kimley-Horn and Associates, Inc.	66559	15	2	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
William Spinner, P.G.	Environmental Compliance	Kimley-Horn and Associates, Inc.	2570	17	8	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>

# Request for Qualifications Qualifications of Proposer Key Personnel Workload Capacity

**Instructions:** This form is to be completed for each of the Key Personnel identified in Form RFQ-QT. Month 1 is to be calculated starting the 2<sup>nd</sup> month after the month the RFQ is due. (If the RFQ is due in March then Month 1 would be May). Use additional sheets if necessary.

**RFQ Title:** Design Services for Safe Routes to School for Bob Graham Education Center      **RFQ Solicitation No.:** 2020-18

**Name of Key Personnel:** Stefano Viola, P.E.

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project
McNab Road Roadway Imp.	City of Pompano Beach	\$330,500.00	Project Manager	CD
Key Biscayne SRTS	Village of Key Biscayne	\$167,891.00	Project Engineer	P
Palmetto Bay SRTS	Village of Palmetto Bay	\$64,955.00	Project Manager	CA
Miami-Dade County SRTS	Miami-Dade County	\$145,624.00	Project Engineer	DD
SWMP Update	Village of Palmetto Bay	\$77,500.00	Project Engineer	PD

**Availability based on % of time per month**

Month 1	65%	Month 2	75%	Month 3	65%
Month 4	65%	Month 5	70%	Month 6	70%
Month 7	75%	Month 8	80%	Month 9	80%
Month 10	65%	Month 11	70%	Month 12	70%

**Status Abbreviations:**

- PD= Pre-Design
- SD = Schematic Design
- DD = Design Development
- CD = Construction Documents

- P=Permitting
- CA=Construction Administration
- PC- Post Construction



# Request for Qualifications Qualifications of Proposer Key Personnel Workload Capacity

**Instructions:** This form is to be completed for each of the Key Personnel identified in Form RFQ-QT. Month 1 is to be calculated starting the 2<sup>nd</sup> month after the month the RFQ is due. (If the RFQ is due in March then Month 1 would be May). Use additional sheets if necessary.

**RFQ Title:** Design Services for Safe Routes to School for Bob Graham Education Center      **RFQ Solicitation No.:** 2020-18

**Name of Key Personnel:** Gary Ratay, P.E.

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project
SWMP Update	Village of Palmetto Bay	\$77,500.00	Project Manager	PD
Key Biscayne SRTS	Village of Key Biscayne	\$167,891.00	Principal-in-Charge	P
Palmetto Bay SRTS	Village of Palmetto Bay	\$64,955.00	Principal-in-Charge	CA
Miami-Dade County SRTS	Miami-Dade County	\$145,624.00	Principal-in-Charge	DD
Yacht Club Drive Drainage	City of Aventura	\$60,183.08	QA/QC	CD

**Availability based on % of time per month**

Month 1	<u>60%</u>	Month 2	<u>55%</u>	Month 3	<u>50%</u>
Month 4	<u>60%</u>	Month 5	<u>55%</u>	Month 6	<u>60%</u>
Month 7	<u>75%</u>	Month 8	<u>70%</u>	Month 9	<u>50%</u>
Month 10	<u>45%</u>	Month 11	<u>50%</u>	Month 12	<u>50%</u>

**Status Abbreviations:**

- PD= Pre-Design
- SD = Schematic Design
- DD = Design Development
- CD = Construction Documents
- P=Permitting
- CA=Construction Administration
- PC- Post Construction



# Request for Qualifications Qualifications of Proposer Key Personnel Workload Capacity

**Instructions:** This form is to be completed for each of the Key Personnel identified in Form RFQ-QT. Month 1 is to be calculated starting the 2<sup>nd</sup> month after the month the RFQ is due. (If the RFQ is due in March then Month 1 would be May). Use additional sheets if necessary.

**RFQ Title:** Design Services for Safe Routes to School for Bob Graham Education Center      **RFQ Solicitation No.:** 2020-18

**Name of Key Personnel:** Stewart Robertson, P.E.

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project
FL City Mobility Hub	Miami-Dade County	\$60,000.00	Project Manager	PD
Key Biscayne SRTS	Village of Key Biscayne	\$167,891.00	QA/QC	P
Palmetto Bay SRTS	Village of Palmetto Bay	\$64,955.00	QA/QC	CA
Miami-Dade County SRTS	Miami-Dade County	\$145,624.00	QA/QC	DD
Bicycle Mobility Plan	City of Hollywood	\$66,000.00	Project Manager	PD

**Availability based on % of time per month**

Month 1	40%	Month 2	35%	Month 3	40%
Month 4	50%	Month 5	65%	Month 6	70%
Month 7	50%	Month 8	55%	Month 9	70%
Month 10	60%	Month 11	60%	Month 12	60%

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# Request for Qualifications Qualifications of Proposer Key Personnel Workload Capacity

**Instructions:** This form is to be completed for each of the Key Personnel identified in Form RFQ-QT. Month 1 is to be calculated starting the 2<sup>nd</sup> month after the month the RFQ is due. (If the RFQ is due in March then Month 1 would be May). Use additional sheets if necessary.

**RFQ Title:** Design Services for Safe Routes to School for Bob Graham Education Center      **RFQ Solicitation No.:** 2020-18

**Name of Key Personnel:** Eric Regueiro, P.E.

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project
McNab Road Roadway Imp.	City of Pompano Beach	\$330,500.00	Project Engineer	CD
Key Biscayne SRTS	Village of Key Biscayne	\$167,891.00	Project Engineer	P
Palmetto Bay SRTS	Village of Palmetto Bay	\$64,955.00	Project Engineer	CA
Miami-Dade County SRTS	Miami-Dade County	\$145,624.00	Project Engineer	DD
NW 7th Avenue Streetscape	City Miami Gardens	\$152,518.30	Project Engineer	CD

*Availability based on % of time per month*

Month 1	<u>60%</u>	Month 2	<u>65%</u>	Month 3	<u>65%</u>
Month 4	<u>70%</u>	Month 5	<u>65%</u>	Month 6	<u>70%</u>
Month 7	<u>80%</u>	Month 8	<u>70%</u>	Month 9	<u>70%</u>
Month 10	<u>65%</u>	Month 11	<u>65%</u>	Month 12	<u>70%</u>

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**RFQ Title:** Design Services for Safe Routes to School for Bob Graham Education Center      **RFQ Solicitation No.:** 2020-18

**Name of Key Personnel:** Barton Eye, P.E.

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project
NW 7th Avenue Streetscape	City Miami Gardens	\$152,518.30	Project Engineer	CD
Key Biscayne SRTS	Village of Key Biscayne	\$167,891.00	Project Engineer	P
Palmetto Bay SRTS	Village of Palmetto Bay	\$64,955.00	Project Engineer	CA
Miami-Dade County SRTS	Miami-Dade County	\$145,624.00	Project Engineer	DD
HHW/RECYCLING CONCEPT	Indian River County	\$121,128.11	Project Manager	DD

**Availability based on % of time per month**

Month 1	50%	Month 2	55%	Month 3	65%
Month 4	70%	Month 5	70%	Month 6	70%
Month 7	75%	Month 8	75%	Month 9	80%
Month 10	85%	Month 11	85%	Month 12	85%

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**RFQ Title:** Design Services for Safe Routes to School for Bob Graham Education Center      **RFQ Solicitation No.:** 2020-18

**Name of Key Personnel:** Leonte Almonte, P.E.

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project
Key Biscayne SRTS	Village of Key Biscayne	\$167,891.00	Project Manager	P
Miami-Dade County SRTS	Miami-Dade County	\$145,624.00	Project Manager	DD
Palmetto Bay SRTS	Village of Palmetto Bay	\$64,955.00	Project Engineer	CA
Krome Avenue Roadway Imp.	FDOT	\$250,000.00	Project Manager	CA
SR 924 Roadway Imp.	FDOT	\$108,000.00	Project Manager	DD

Availability based on % of time per month

Month 1	<u>50%</u>	Month 2	<u>55%</u>	Month 3	<u>60%</u>
Month 4	<u>70%</u>	Month 5	<u>65%</u>	Month 6	<u>65%</u>
Month 7	<u>60%</u>	Month 8	<u>70%</u>	Month 9	<u>75%</u>
Month 10	<u>75%</u>	Month 11	<u>80%</u>	Month 12	<u>60%</u>

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**RFQ Title:** Design Services for Safe Routes to School for Bob Graham Education Center      **RFQ Solicitation No.:** 2020-18

**Name of Key Personnel:** John McWilliams, P.E.

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project
McNab Road Roadway Imp.	City of Pompano Beach	\$330,500.00	Signals/Signage	CD
Key Biscayne SRTS	Village of Key Biscayne	\$167,891.00	Signals/Signage	P
Palmetto Bay SRTS	Village of Palmetto Bay	\$64,955.00	Signals/Signage	CA
Miami-Dade County SRTS	Miami-Dade County	\$145,624.00	Signals/Signage	DD
On-Call Traffic Services	City of Miami	\$250,000.00	Project Manager	PD

**Availability based on % of time per month**

Month 1	40%	Month 2	40%	Month 3	35%
Month 4	50%	Month 5	55%	Month 6	55%
Month 7	60%	Month 8	60%	Month 9	70%
Month 10	75%	Month 11	75%	Month 12	75%

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# Request for Qualifications Qualifications of Proposer Key Personnel Workload Capacity

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**RFQ Title:** Design Services for Safe Routes to School for Bob Graham Education Center      **RFQ Solicitation No.:** 2020-18

**Name of Key Personnel:** Erin Emmons, GISP

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project
SWMP Update	Village of Palmetto Bay	\$77,500.00	GIS	PD
Key Biscayne SRTS	Village of Key Biscayne	\$167,891.00	GIS	P
Palmetto Bay SRTS	Village of Palmetto Bay	\$64,955.00	GIS	CA
Miami-Dade County SRTS	Miami-Dade County	\$145,624.00	GIS	DD
On-Call GIS Services	Village of Pinecrest	\$150,000.00	Project Manager	PD

**Availability based on % of time per month**

Month 1	60%	Month 2	65%	Month 3	65%
Month 4	70%	Month 5	65%	Month 6	70%
Month 7	75%	Month 8	75%	Month 9	80%
Month 10	75%	Month 11	75%	Month 12	70%

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# Request for Qualifications Qualifications of Proposer Key Personnel Workload Capacity

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**RFQ Title:** Design Services for Safe Routes to School for Bob Graham Education Center      **RFQ Solicitation No.:** 2020-18

**Name of Key Personnel:** William Spinner, P.G.

Name of Project	Owner of Project	Value of Project	Role in Project	Status of Project
SWMP Update	Village of Palmetto Bay	\$77,500.00	Environmental	PD
Key Biscayne SRTS	Village of Key Biscayne	\$167,891.00	Environmental	P
Palmetto Bay SRTS	Village of Palmetto Bay	\$64,955.00	Environmental	CA
Miami-Dade County SRTS	Miami-Dade County	\$145,624.00	Environmental	DD
HHW/RECYCLING CONCEPT	Indian River County	\$121,128.11	Environmental	DD

**Availability based on % of time per month**

Month 1	70%	Month 2	65%	Month 3	75%
Month 4	70%	Month 5	60%	Month 6	70%
Month 7	75%	Month 8	65%	Month 9	70%
Month 10	65%	Month 11	75%	Month 12	70%

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## Project Team Experience on Similar Projects

Kimley-Horn is pleased to present our qualifications as a highly experienced and locally based team to serve as the Town of Miami Lake's consultant. We will work in collaboration as a partner to your staff to successfully plan, budget, schedule, and implement your project in the most efficient, cost-effective manner.

With a staff of more than 800 employees in 18 Florida offices, we have the resources to call upon more than 270 registered Florida engineers to ensure your project is completed on schedule. We will immediately dedicate 100% availability from staff to solely meet the deadlines of your project as required by the Town. We will deliver your project on time and within the budget you have for design and construction. We know there are tight deadlines for this project due to the contract's expiration time, and we are ready to exceed your expectations.

Key Personnel	Project Role	Role and Responsibility	Availability
Stefano Viola, P.E.	Project Manager	14 years of diverse civil engineering experience, including roadway restoration and resurfacing, drainage modeling, water/wastewater utility design, stormwater master planning, preparation of engineering drawings, permitting and site/plan preparation and review.	60%
Gary Ratay, P.E.	Principal	34 years of experience with particular expertise in general municipal engineering, water/wastewater utility design, water resources, stormwater design, project permitting, and construction phase services.	30%
Leonte Almonte, P.E.	Construction Documents	18 years of roadway, drainage, signing & pavement markings, and signalization experience. He has worked in the design (not only planning) of eight other Safe Routes To Schools (SRTS) projects in Miami-Dade County. This gives you a project engineer that knows what it takes to do and manage these types of projects. Leonte is experienced in the NEPA process, utilities, and right-of-way certifications.	50%
Stewart Robertson, P.E.	QA/QC	21 years of multimodal planning/design, SRTS, traffic calming studies, bicycle/pedestrian planning, and GIS experience. He has prepared dozens of SRTS reports for the Miami-Dade TPO.	30%
Eric Regueiro, P.E.	Roadway Safety	15 years of experience in civil engineering on complex transportation-related projects with emphasis on street improvement design, pavement rehabilitation, grading and drainage, stormwater management, and dry and wet utility design.	50%
Barton Fye, P.E.	Drainage/Utilities	14 years of civil engineering design and project management experience including roadway, drainage, and master planning.	40%
John McWilliams, P.E.	Signals/Signage	22 years of traffic engineering and transportation planning experience in South Florida. This experience includes traffic impact studies, corridor studies, operational analyses, and signalization design.	25%
Erin Emmons, GISP	GIS	15 years of experience as a transportation and long range community planning analyst with a specialty focus in GIS and field surveying. She has experience in long range multimodal transportation and community planning, environmental reviews, including GIS administration, hazards planning, and support.	30%
William Spinner, P.G.	Environmental Compliance	17 years of experience with conducting and managing assessment and remediation projects involving brownfield sites, hazardous waste, industrial waste, petroleum contamination, and regulatory reporting.	25%

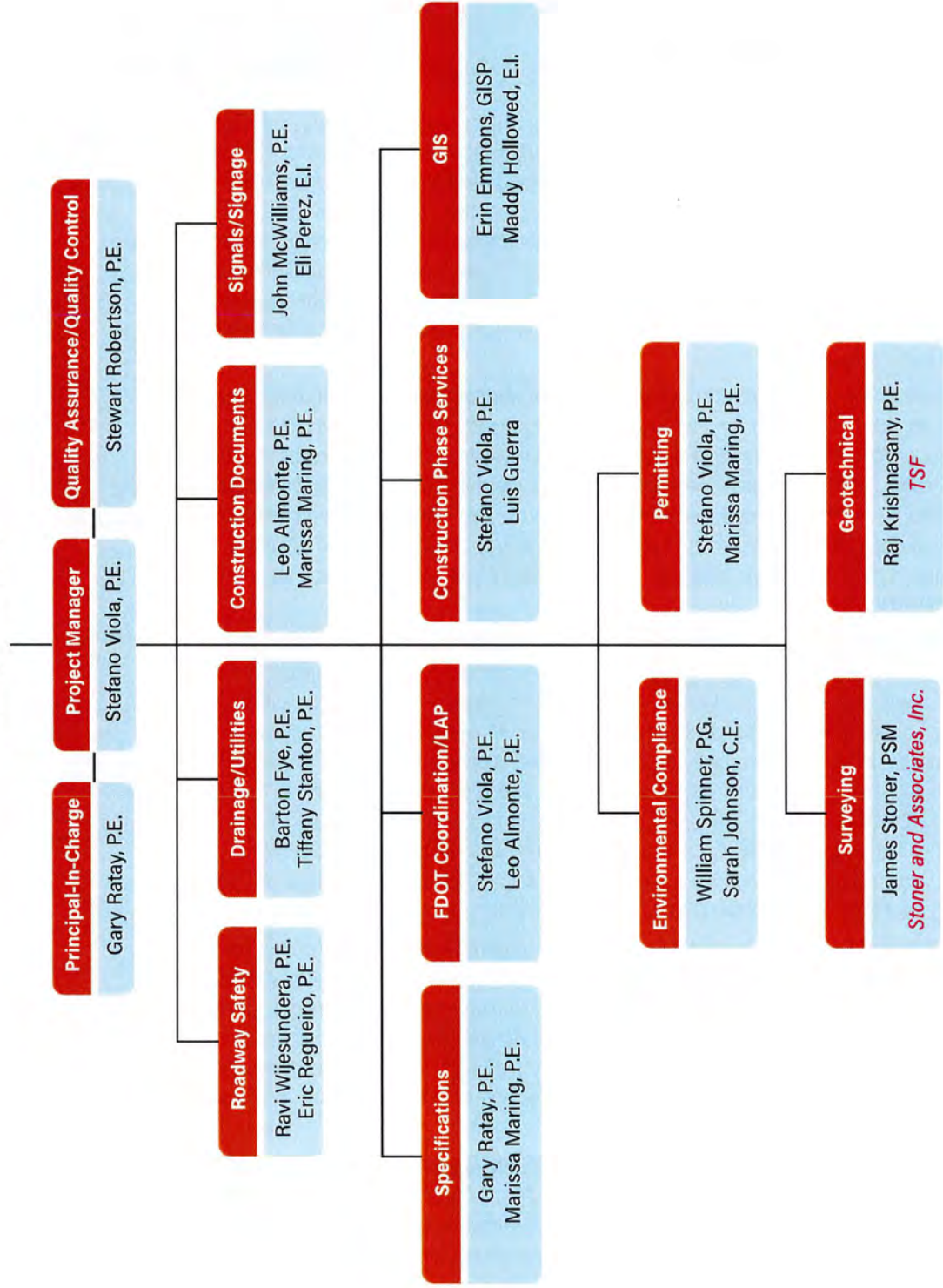
Our Project Team's experience in developing, designing and implementing Safe Routes to School and similar projects has been the works for several years. Our experience is unmatched and has been demonstrated through the projects below:

- For the **Bob Graham Education Center**, we have reviewed the SRTS Infrastructure plan from the TPO that includes the improvements for this school, all of the are improvements we have completed in the past which allows us to get things right the first time. Kimley-Horn understands the key elements and has worked with several municipalities implementing the Safe Routes to School (SRTS) Program. In addition, we have worked on several other Safe Routes to School projects throughout Miami-Dade County over the past few years. Our project experience spans more than 300 elementary, preparatory, and high schools nationwide with more than 50 projects in Florida alone. Kimley-Horn understands the focus of the SRTS program is to provide alternative safe modes of transportation for children, encouraging walking and bicycling to school.
- Kimley-Horn has also provided successful Safe Routes to School Projects for Cutler Bay, Palmetto Bay, Key Biscayne, and Miami-Dade County.

We have a thorough understanding of FDOT requirements and expectations including working within LAP requirements, as well as being up to date in the latest design requirements, FDOT Manual on Speed Zoning for Highways, Roads, and Streets in Florida. We are very familiar with the FDOT D6 LAP Program Department staff and can help you making sure that coordination and communication with them goes smoothly. We have worked with several municipalities such as Village of Key Biscayne, Miami Lakes, Key West, North Bay Village, and Lauderhill on projects that are funded through the LAP program. Kimley-Horn's knowledge of the SRTS program and relationships with FDOT have been critical elements in successfully expediting these projects while maintaining project funding. Our in-house experts will provide services in the disciplines required under this contract especially SRTS elements, permitting, stormwater management, drainage, signage and pavement markings, sidewalks, ADA compliance, utilities, transportation planning, FDOT coordination, LAP support, roadway and streetscape design, cost estimates, construction phase services, as well as other civil engineering services.

In addition to my experience as project manager, I will have the support of **Stewart Robertson, P.E.**, a renowned SRTS expert, not only in South Florida but throughout the state. Stewart is also a local traffic expert whose experience and relationships will give you access to a great resource in solving Bike/Ped issues and satisfying project requirements. His Quality Control role will aid in the success of the project. Our team offers you the right approach to effectively update the design while still meeting the SRTS and LAP requirements and **addressing the County's budget and schedule**. The Kimley-Horn team also includes reputable subconsultants that *can be included in the project on an as needed basis*. Our partners include **Stoner and Associates, Inc.** and **TSF** for surveying and geotechnical engineering services respectively. These two firms have extensive local experience and have served the Town of Miami Lakes previously on several projects.

Kimley-Horn has a tailored QA/QC plan for SRTS projects based on our experience and understanding of the key items required for this type of projects. We pledge to work with you to develop and share a vision that will fulfill your needs on this project.



**Principal-In-Charge**  
Gary Ratay, P.E.

**Project Manager**  
Stefano Viola, P.E.

**Quality Assurance/Quality Control**  
Stewart Robertson, P.E.

**Roadway Safety**  
Ravi Wijesundera, P.E.  
Eric Regueiro, P.E.

**Drainage/Utilities**  
Barton Fye, P.E.  
Tiffany Stanton, P.E.

**Construction Documents**  
Leo Almonte, P.E.  
Marissa Maring, P.E.

**Signals/Signage**  
John McWilliams, P.E.  
Eli Perez, E.I.

**Specifications**  
Gary Ratay, P.E.  
Marissa Maring, P.E.

**FDOT Coordination/LAP**  
Stefano Viola, P.E.  
Leo Almonte, P.E.

**Construction Phase Services**  
Stefano Viola, P.E.  
Luis Guerra

**GIS**  
Erin Emmons, GISP  
Maddy Hollowed, E.I.

**Environmental Compliance**  
William Spinner, P.G.  
Sarah Johnson, C.E.

**Permitting**  
Stefano Viola, P.E.  
Marissa Maring, P.E.

**Surveying**  
James Stoner, PSM  
*Stoner and Associates, Inc.*

**Geotechnical**  
Raj Krishnasany, P.E.  
*TSF*

# Stewart Robertson, P.E.

Quality Assurance/Quality Control



**Martin MPO Bicycle and Pedestrian Facilities Map, Stuart** — Project manager providing professional assistance to prepare a Bicycle and Pedestrian Facilities Map update for the Martin Metropolitan Planning Organization. The map already illustrates sidewalks along main roads, bike lanes, paved shoulders, and multimodal paths as existing facilities, so Kimley-Horn is conducting data inventories to update the map to reflect the current facilities since the last map update was in 2013. The future facilities to be included are projects under construction and/or funded projects that are points of public interest. Both hard copy and online versions of the map are being prepared. The map will ultimately serve as a reference for cyclists and pedestrians for traveling on Martin County roadways.

**Ocala/Marion County TPO 2035 Bicycle/Pedestrian Master Plan** — QA/QC reviewer for the 2035 Bicycle & Pedestrian Master Plan for the Ocala-Marion TPO. The plan included all of Marion County and the five municipalities within the TPO oversight. The project scope included data collection, public involvement meetings and design charrettes, workshops and meetings with numerous regulatory agencies, councils and elected boards. Kimley-Horn prepared complete recommendations for all aspects of the master plan, including design plans, cost estimates, recommended programming. At completion, a formal master plan was created and approved by the TPO board in 2015.

**South Miami Intermodal Transportation Plan (ITP), South Miami** — Project engineer for a plan to enhance the existing transportation system and mobility choices available to residents, workers, and visitors to the City. An integral component of this effort is to establish and implement the SMITP, which identifies an interconnected network of mobility and safety improvements based on smart growth and Complete Streets principles. The goal of the SMITP is to identify and prioritize pedestrian and bicycle projects throughout the City, as well as to enhance access to public transportation. Some of the improvements included in the plan are bike paths, neighborhood greenways, sidewalks, crosswalks, on-street bike lanes, buffered bike lanes, enhanced shade landscaping and tree canopies, traffic calming to help make streets safer, and improving the timing for pedestrian crosswalk signals.

**Village of Miami Shores Multimodal Mobility Plan, Miami Shores** — Project manager. The primary focus of this Mobility Plan was to improve the bicycling and walking mobility and safety within Miami Shores Village. The Mobility Plan identified a comprehensive network of improved multimodal mobility for bicyclists and pedestrians by linking key Village destinations together, including downtown Miami Shores, Barry University, Bayshore Park, Miami Shores Recreation Complex, charter school, Miami Country Day, and Miami Shores Elementary School. This plan also included traffic analysis for proposed lane elimination.

**Bicycle and Pedestrian (Bike/Ped) Mobility Plan, Miami Gardens** — Project manager for a bicycle and pedestrian mobility plan for the City of Miami Gardens. The project included recommendations for short- and long-term mobility improvements based on the literature review, transportation mobility analysis, identification of goals and objects, and input from the Steering Committee. We analyzed existing transportation mobility conditions and community features in Miami Gardens through the use of geographic information systems (GIS) and prepared a series of maps that illustrate the background conditions for improving the City's bicycle and pedestrian mobility. The Kimley-Horn team used the methodologies established in the 2009 FDOT Quality/Level of Service Handbook to assess the bicycle and pedestrian level of service of the major roadways with the City and mapped the results with GIS.

## Professional Credentials

- Master of Science, Civil Engineering, University of Kentucky, 2001
- Bachelor of Science, Civil Engineering, University of Kentucky, 2000
- Professional Engineer in Florida, #63939, December 31, 2005
- American Society of Civil Engineers (ASCE)
- Association of Pedestrian and Bicycle Professionals
- Institute of Transportation Engineers (ITE)
- National Society of Professional Engineers (NSPE)

## Special Qualifications

- Has 21 years of experience specializing in transportation planning and engineering, with an emphasis in multimodal planning and design including complete streets and bicycle/pedestrian safety and mobility
- Experience includes MPO planning studies, complete streets planning and design, multimodal master planning, transit studies, transit ITS implementation, intersection capacity analysis, safety studies, travel demand analysis, walkability assessments, bicycle network plans, and geographic information systems



# Ravi Wijesundera, P.E., RSP

Roadway Safety



**South US 1 Bus Rapid Transit (BRT) Improvements Study, Broward County** — Project engineer for Bus Rapid Transit improvements for South US 1 between Downtown Fort Lauderdale and Aventura Mall (Miami-Dade County). The study developed a package of short- and medium-term implementation projects and identified long-term investments to improve transit service, mobility, livability, and support economic development along the corridor. Multijurisdictional coordination included an advisory committee consisting of five municipalities, two counties, two state agencies, an international airport, and eight additional stakeholder agencies. The solutions included transit infrastructure, traffic signalization, intelligent transportation systems (ITS), and complete streets to support transit-oriented development, multimodal facilities, and improved surface transportation.

**General Services Contract, City of Aventura** — Project engineer. Kimley-Horn is currently providing general traffic engineering and transportation planning services to City staff as a subconsultant to another firm. Team duties include peer review of traffic impact and parking studies, site plan review, representation at public hearings, and signal design. Additional duties include comprehensive study of various proposed infrastructure modifications, including Aventura Mall access and circulation, William Lehman Causeway interchange justification, US 1 median closure, extension of Miami Gardens Drive (east of US 1/Biscayne Boulevard) and evaluation of potential railroad crossings.

**Districtwide Modal Development Consultant, FDOT District Four** — Project engineer for a study that developed a formalized regional freight planning and implementation strategy that is inclusive of individual planning efforts that have been conducted within the area and identify critical freight transportation projects for the South Florida area. The Plan was coordinated with the 2035 Regional LRTP, which was developed concurrently with the regional freight element. The integration of freight planning goals, objectives, and needs into the RL RTP will pave the way for consistency, consensus, and coordination within the region in future freight planning efforts and maximizing funding opportunities for planned improvements. The final product is a prioritized list of multimodal freight transportation improvements that was developed based on the needs plans of LRTPs and capital improvement and master plans of seaports, airports, and rail road companies.

**Districtwide Traffic Operations 3R Safety Reviews, FDOT District Four** — Task leader and project manager for a contract that performed over 50 task work orders ranging from 3R safety reviews, traffic and vulnerable road user safety studies, road safety audits, fatal crash reviews, lighting assessments, minor designs, crosswalk warrant analysis, operational analysis, and qualitative assessments. Involved in all facets of the contract including crash data analysis, field reviews, countermeasure development, economic analysis, documentation, stakeholder coordination, presentations to the Safety Review Committee (SRC), and scope development. The team successfully presented over 20 safety studies to SRC, and the implementation cost of recommended improvements exceeded \$16 million. Developed a contract specific SharePoint site for easy sharing and access of key deliverables.

**Districtwide Traffic Operations Safety Studies, FDOT District Four** — Project manager for a contract that is performing task work orders ranging from safety studies, safety reviews, fatal crash reviews, lighting assessments, minor designs, crosswalk warrant analysis, operational analysis, and qualitative assessments. Involves in all facets of the contract including field reviews, countermeasure development, economic analysis, documentation, stakeholder coordination, presentations, scope development, and subconsultant management.

## Professional Credentials

- Master of Science, Civil Engineering, University of Alabama, 2003
- Master of Engineering, Civil Engineering, University of Moratuwa, Sri Lanka, 2001 Bachelor of Science, Civil Engineering, University of Moratuwa, Sri Lanka, 1998
- Professional Engineer in Florida, #69259, January 29, 2009
- Road Safety Professional, #124, December 22, 2018
- Institute of Transportation Engineers (ITE)

## Special Qualifications

- Has 16 years of experience in traffic safety studies and multimodal studies, transit, non-motorized and freight studies
- or, multimodal corridor studies, GIS mapping, project traffic development, travel demand model applications, traffic impact analysis, transit studies, and signal warrant analysis
- Project management experience with FDOT, MPOs, SFRTA and municipalities
- Proficient in HCS, Synchro, HSM Applications, Turns5, aaSIDRA, ArcGIS, RSAP, Minitab, and SPSS
- Experienced in data collection and analysis, intersection analysis, intelligent transportation systems, and corridor access management studies
- Experience includes crash data analysis and comprehensive intersection safety improvement

# Barton Fye, P.E., ENV SP

Drainage/Utilities



**Grove Central Station, a Transit-Oriented Development, Miami** — Project manager for this mixed-use transit-oriented, urban development consisting of retail and residential use. Kimley-Horn is providing civil engineering services for the on-site and off-site components of the project. The project entails the redevelopment of an existing surface parking lot serving the Grove Metrorail Station in Miami, Florida into a multi-tenant retail facility and apartment building. As part of the Miami-Dade County Rapid Transit Zone, this project requires close coordination with the Miami-Dade Department of Transit and Public Works to ensure connectivity of buses, rail, bicycles, and pedestrians is enhanced.

**Master Planning for Key Biscayne Village-Wide Undergrounding of Utilities Program, Key Biscayne** — Project engineer. The design and construction of the undergrounding program is anticipated to take multiple years to complete. The underground program will be broken into multiple phases that can be constructed on an annual basis. In order to balance potentially competing priorities such as cost, project duration, traffic impacts for this large-scale project, development of a Master Plan was recommended in order to evaluate these priorities ahead of any detailed design of any single undergrounding phase.

**Engineering Services Related to Project/Program Management and Engineering Services, North Miami Beach** — Project engineer. Kimley-Horn provided project management and engineering services, including monitoring schedules and budgets, for the projects under this contract. Projects include: Lime Feed Assessment Study; Clarifier Optimization Study; Miami-Dade Interconnect Study; Water Treatment Plant TVSS Analysis; Master Pump Station #4 Force Main Design; and Bell Gardens Force Main Design.

**PBA/Fern Isle Redevelopment Project, Miami** — Project engineer. Kimley-Horn provided landscape architecture and civil engineering services from concept through construction administration for the PBA/Fern Isle Redevelopment Project. PBA/Fern Isle Park is a proposed 6-acre riverfront passive park with amenities such as multi-use lawn area, play landforms, large picnic shelters, outdoor exercise area, walking paths, parking/drop-off area, historic pedestrian bridge with hanging chairs, waterfront promenade, and wayfinding and historic signage.

**Doral Atrium Redevelopment, Doral** — Project manager for a mixed-use redevelopment of the Doral Atrium office complex to a retail and residential use. Kimley-Horn is providing civil engineering services for the on-site and off-site components of the project. The project entails the redevelopment of an existing ten-acre office park into a shared project property with a 350-unit residential apartment building and an 85,000-square-foot multi-tenant retail facility. The Doral Atrium site lies at the prominent northwest corner of NW 79th Avenue and NW 36th Street in Doral, Florida. In order to facilitate the project, a number of off-site infrastructure improvements have been designed by Kimley-Horn including roadway reconfiguration of NW 79th Avenue and NW 36th Street, water and sewer main extensions from the adjacent roadways to serve the area, signalization upgrades at the intersection of NW 36th Street and NW 79th Avenue, and a culvert across the adjacent Dressel Dairy Canal to provide connectivity to NW 41st Street to the north of the project.

## Professional Credentials

- Bachelor of Science, Civil Engineering, University of Miami, 2007
- Master of Civil Engineering, Water Resources, Norwich University, 2015
- Professional Engineer in Florida, #73898, January 12, 2012
- American Society of Civil Engineers (ASCE)
- American Society of Civil Engineers (Miami-Dade Branch); 2009-Present
- Environmental and Water Resources Institute (EWRI), 2012-Present

## Special Qualifications

- Project manager with 14 years of experience in civil and environmental engineering design
- Proficient in Autodesk Civil 3D®, Inter-Connected Pond Routing (ICPR®) model, and Hydrologic Evaluation of Landfill Performance (HELP) model
- His expertise is in the design of stormwater management systems and his experience also includes paving, water, sewer, earthwork, and landfill design and evaluation
- 2012 Young Engineer of the Year Miami-Dade Branch American Society of Civil Engineers

# Leo Almonte, P.E.

Construction Documents, FDOT Coordination/LAP



**Safe Routes to School Program, Key Biscayne** — Project engineer. Kimley-Horn is providing professional engineering and design services for the Village's Safe Routes to School Program. Anticipated tasks include roadway analysis; roadway plans; environmental permits, compliance, and clearances; signalization analysis; and signalization plans.

**NW 5th Avenue Sidewalk Improvements from NW 112th Terrace to NW 115th Street, Village of Miami Shores** — Project engineer for design and development of plans for new sidewalk construction as part of the Safe Routes to School (SRTS) program. The project included design of new sidewalk along both sides of NW 5th Avenue from NW 112th Terrace to NW 115th Street, utility coordination, and preparation and submittal of LAP documents to FDOT.

**General Engineering and Architectural Services Doral, City of Doral**— Kimley-Horn was selected in 2011 to provide general consulting services for the City of Doral's General Engineering and Architectural Services contract. Services will be provided on a work order basis for a wide range of projects as defined by the City.

**Mowry Drive Roadway Improvements, City of Homestead** — Project engineer for the new construction and widening of Mowry Drive (SW 320th Street) from SW 157th Avenue to SW 152nd Avenue. The existing roadway consisted of a one-lane paved road and was proposed to be converted to a four-lane divided urban section with bike lanes on both sides. The project included design and preparation of roadway, drainage, signing and marking, lighting, water main extension, landscaping and irrigation plans. As part of the project, environmental and drainage permits were obtained from SFWMD, RER and USACE. Served as construction supervisor during construction.

**Districtwide Traffic Operations Studies, FDOT District Six** — Project engineer for a contract focusing on the development of various traffic operations and safety studies for both intersections and arterials within the District. Task Work Orders under this contract consist of traffic operations studies including signal and left-turn phase warrant analyses, data collection, traffic signal and arterial analyses, and safety tasks including fatal crash reviews and high crash site safety studies.

**Lincoln Road District Improvements, Miami Beach** — Project engineer. This is an ongoing project with City of Miami Beach for the redevelopment of Lincoln Road Pedestrian Mall. The mall is being redeveloped between Lenox Avenue to Washington Avenue. The design included water features, streetscape, and infrastructure improvements. Kimley-Horn is currently providing civil engineering, permitting, traffic signal modifications, and civil engineering design services for this project. This project includes the replacement of 8-inch sewer main, 12-inch water main, 24-inch storm pipe, and 30-inch force main along Meridian Avenue.

**Pedestrian Bridge Design and Roadway Improvements, Miami Gardens** — Design engineer on of the Kimley-Horn team selected by the City of Miami Gardens for the design of a new pedestrian bridge. The purpose of this project was to provide pedestrian access along the north side of NW 17th Street and NW 173rd Drive across a Miami-Dade County canal between NW 42nd Avenue and NW 42nd Court. The current bridge is two lanes with a raised pedestrian sidewalk along the north side. Our team provided structural engineering services, including bridge evaluation, rehabilitation, and design.

## Professional Credentials

- Master of Science, Transportation Engineering, Florida International University, 2006
- Bachelor of Science, Civil Engineering, Pontificia Universidad Catolica Madre y Maestra, 2002
- Professional Engineer in Florida #70822, January 9, 2010
- Professional Engineer in Dominican Republic
- American Society of Civil Engineers (ASCE)
- Institute of Transportation Engineers (ITE)
- Society of Hispanic Professional Engineers
- International Bridge, Tunnel and Turnpike Association - Leadership Academy, 2017

## Special Qualifications

- Has 18 years of roadway design experience
- Specializes in roadway design, drainage design, signing and pavement marking, signalization, and advanced traffic management system design
- Proficient in MicroStation, Geopak, Primavera P6, ArcGIS, AUTOTurn, Real Cost, MS Project, AASHTO Pavement ME
- Alumni of the International Bridge, Toll and Turnpike Associations (IBTTA) Leadership Academy

# John McWilliams, P.E.

Signals/Signage



**General Services Contract, City of Aventura** — Project manager. Kimley-Horn is currently providing general traffic engineering and transportation planning services to city staff. Primary assignments include peer review of traffic impact and parking studies, site plan review, representation at public hearings, and signalization design. Additional assignments include the comprehensive study of various proposed infrastructure modifications, including Aventura Mall access and circulation, William Lehman Causeway interchange justification, US 1 median closures, and the extension of Miami Gardens Drive (east of US 1/Biscayne Boulevard).

**Transportation Program Support Services, City of Miami** — Project engineer for Transportation Program Support Services contract with the City of Miami. In this role, Kimley-Horn served as an extension of the City's staff assisting in the program management and administration of transportation and transit projects in the City's Capital Improvements Program (CIP). Kimley-Horn's responsibilities include providing oversight of projects encompassing planning, design, and construction activities.

**Pedestrian Bridge Design and Roadway Improvements, Miami Gardens** — Project engineer for the Kimley-Horn team selected by the City of Miami Gardens for the design of a new pedestrian bridge. The purpose of this project was to provide pedestrian access along the north side of NW 17th Street and NW 173rd Drive across a Miami-Dade County canal between NW 42nd Avenue and NW 42nd Court. The current bridge is two lanes with a raised pedestrian sidewalk along the north side. Services our team provided included structural engineering services, including bridge evaluation, rehabilitation, and design.

**Transportation Master Plan, North Miami Beach** — Project manager currently preparing a roadway master plan for the City of North Miami Beach to address the future needs of its residents on the City's corridor for all modes of travel. Tasks include assessments of roadway capacity; bicycle/pedestrian network and infrastructure; transit infrastructure; and neighborhood traffic calming. The project also includes future traffic forecast modeling/analysis and the analysis of the most congested intersections within the City to identify future improvements. The identified improvements will be incorporated into a needs and prioritization plan for future implementation.

**West Avenue Bridge PD&E Study, Miami Beach** — Project traffic engineering manager for the West Avenue PD&E study for the City of Miami Beach. The study was performed to develop a preferred alternative for a bridge connecting West Avenue between Dade Boulevard and 17th Street. Team duties included project traffic development using Turns5, traffic analysis for no-build and bridge design alternatives, and preparation of the design traffic memorandum. Project is currently under construction.

**Districtwide Bicycle and Pedestrian Safety Analyses, FDOT District Six** — Project engineer for a study that evaluated 10 roadways identified as high bicycle and pedestrian crash segments. Duties included GIS mapping of crashes, identifying one to two-mile segments for field review, conduct field reviews, and developing potential recommendations to improve safety for pedestrians and bicyclists. The corridor segments were prioritized based on benefit-cost analyses.

**Districtwide Corridor Planning Studies, FDOT District Six, Miami** — Project manager for a districtwide planning contract to provide general planning support to district staff. Assignments included corridor studies/planning, SIS support, bicycle/pedestrian support, HOV/managed lanes planning and evaluation, GIS mapping, data collection and analysis, growth management reviews, and ADA support.

## Professional Credentials

- Bachelor of Science, Civil Engineering, Ohio Northern University, 2000
- Professional Engineer in Florida, #62541, February 14, 2005
- Institute of Transportation Engineers (ITE)

## Special Qualifications

- Has 22 years of experience in traffic engineering and transportation planning experience, 18 of which have been in South Florida
- Expertise in traffic operations, transportation planning, and access management

# Erin Emmons, GISP

GIS



**Safe Routes to School Framework and Analysis, South Florida Commuter Services, FDOT District Four** — GIS specialist. Kimley-Horn completed the Safe Routes to School (SRTS) Framework and Analysis for the South Florida Commuter Services (SFCS) in 2012. The project developed a standardized methodology to identify, assess, and prioritize schools within the FDOT District Four boundaries for SRTS enhancement projects.

**Bicycle and Pedestrian Mobility Plan, Miami Gardens, Miami Gardens** — Project analyst. Kimley-Horn prepared a bicycle and pedestrian mobility plan for the City of Miami Gardens. The project included recommendations for short- and long-term mobility improvements based on the literature review, transportation mobility analysis, identification of goals and objects, and input from the Steering Committee. We analyzed existing transportation mobility conditions and community features in Miami Gardens through the use of geographic information systems (GIS) and prepared a series of maps that illustrate the background conditions for improving the City's bicycle and pedestrian mobility. The Kimley-Horn team used the methodologies established in the 2009 FDOT Quality/Level of Service Handbook to assess the bicycle and pedestrian level of service of the major roadways with the City and mapped the results with GIS.

**Transportation Program Support Services, City of Miami** — Project analyst for Transportation Program Support Services contract with the City of Miami. In this role, Kimley-Horn served as an extension of the City's staff assisting in the program management and administration of transportation and transit projects in the City's Capital Improvements Program (CIP). Kimley-Horn's responsibilities include providing oversight of projects encompassing planning, design, and construction activities.

**Miami-Dade TPO General Planning Consultant (GPC I-V) Contracts, Miami-Dade County** GIS specialist. Kimley-Horn served as General Planning Consultant (GPC) for the Miami-Dade TPO for five consecutive contract terms between 2000 and 2016. Kimley-Horn completed forty-seven (47) work orders during the course of GPCs I-V. Work orders that have been performed under these contracts include congestion management system plan updates, multimodal corridor studies, bicycle/pedestrian plans, transit studies, transit passenger surveys, freight and goods movement analyses, and sub-area mobility plans. Projects performed for this contract have included Transit Contraflow Feasibility Study, Local Municipal Transit Circular Policy Study, Development of a Service Plan for Waterborne Transit Service in Miami-Dade County, Snake Creek Bike Trail Planning and Feasibility Study, Metrorail M-Path Master Plan, Florida East Coast (FEC) Transit Connection Study, Automated Bicycle Rental System and Parking Plan Study, Safe Routes to School Infrastructure Plans, Origin-Destination Surveys for Local Bus Service, NW 27th Avenue Enhanced Bus Service Concepts and Environmental Study, Non-Motorized Network Connectivity Plan, Impact of PortMiami Tunnel on Downtown Traffic Congestion, Snapper Creek Trail Segment B Planning and Feasibility Study, Metromover System Expansion Study, Bicycle Wayfinding Study, and Guidelines for Municipal Transit Programs in Miami-Dade County.

**Miami-Dade MPO GPC IV #31 Interactive Transportation Planning Tool, Miami** — Led the development of a GIS-based interactive planning application hosted on the Miami-Dade MPO website. The planning tool uses GIS mapping to display 2010 census data, American Community Survey data, and transportation model results. NAVTEQ data was used to generate county specific information to display vehicle, bicycle and pedestrian level of service information. The interactive tool displays data at the County level, municipal level, commission district boundary level, and traffic analysis districts.

## Professional Credentials

- Bachelor of Science, Urban and Regional Planning, Florida Atlantic University, 2006
- GIS Professional (GISP)
- Graduate Certificate in Geographic Information Science (GIS), University of West Florida, 2012
- American Planning Association (APA)
- Women's Transportation Seminar, (WTS)-Director at Large
- Palm Beach GIS User Group
- Broward County GIS User Group

## Special Qualifications

- Has 15 years of experience years of experience as a transportation and long-range community planner, with a specialty focus in GIS, field surveying and GPS data configuration, and database development for asset management
- Project manager for the development and implementation of web and mobile, GIS based interactive applications
- Experience with Park+ software, a Kimley-Horn-developed software designed to dynamically model parking supply/demand
- Experience in socioeconomic assessments, market feasibility assessments, site selection and planning, including GIS administration, hazards planning, and support

# William Spinner, P.G.

*Environmental Compliance*



**Engineering and Related Services, City of Lake Wales** — Environmental project manager for the Kimley-Horn team that provided consulting services to the City of Lake Wales. Specifically involved with the preparation of a Phase I Environmental Site Assessment report for 600 Chalet Suzanne Road and the Ridge Fertilizer site. Additionally, completed a contamination assessment for the Ridge Fertilizer site.

**Hillsborough Area Regional Transit Authority (HART) Bus Rapid Transit (BRT) North-South MetroRapid Preliminary and Final Design Services, Tampa** — Project geologist and completed a Phase II Environmental Site Assessment report. Kimley-Horn provided design services to implement the first BRT project for the Hillsborough Area Regional Transit Agency (HART). The North-South MetroRapid project was the first in the region and a first for Florida's west coast. MetroRapid is HART's signature BRT service that provides additional passenger conveniences, including enhanced buses, 10-minute headways during peak hours and 15 minutes during non-peak hours, and traveler information systems. The MetroRapid project spans 17.5 miles of roadway and has 65 signature stations to serve passengers.

**Resorts World, Miami** — Member of the Kimley-Horn team that is providing site/civil engineering, environmental, and ongoing traffic engineering services for the 14-acre bayfront site that previously housed the Miami Herald newspaper at 1 Herald Plaza in Miami. The proposed project includes four new hotels with more than 5,000 rooms and two residential towers featuring up to 1,000 units; a luxury retail Galleria; a 3.6-acre rooftop lagoon and natural sand beach; more than 50 restaurants, lounges, bars, and nightclubs; a high-tech multimedia entertainment area showcasing the music and culture of Florida and South America; and 700,000 square feet of convention and meeting space. The resort will help develop the three-mile BayWalk, which highlights a 150-acre leisure and entertainment area in downtown Miami. Team tasks include due diligence, parking studies, underground utility design, preparation of a Special Area Plan (SAP) traffic study consistent with City of Miami 21 Zoning Code, environmental site assessment and potential remediation planning, including contaminant delineation, water quality evaluation, and quarterly groundwater monitoring.

**South Florida Regional Transportation Authority, SFRTA Parcels 104-105, Hialeah** Project manager for the cleanup of a chlorinated solvent plume for the South Florida Regional Transit Authority in Hialeah, Florida. Assisted with the preparation of the Remedial Action Plan and oversaw the injection of media to remediate the solvent plume. The first sampling event to evaluate the effectiveness of the injected material was conducted and is currently being evaluated.

**Arris Downtown Condominium Tower, Tampa** — Environmental Scientist. Kimley-Horn is currently providing professional consulting services for this proposed downtown tower development. Specifically, we are providing civil engineering design services, landscape architectural design services, and environmental services for this 34-story tower that will change the skyline of Downtown Tampa.

**City of Wauchula 226 West Main Street, Wauchula** — Project manager for the assessment and remediation of identified contamination associated an underground storage tank on a 0.2-acre parcel in the City of Wauchula for the purposes of redevelopment in the downtown district. Prior to the 1940s, the site was used for auto sales and service. Soil and groundwater impacts were identified during a Phase II Environmental Site Assessment (ESA), which are migrating onto other downtown properties.

## Professional Credentials

- Bachelor of Science, Geology, University of South Florida, 2002
- Professional Geologist in Florida, #2570, February 1, 2009
- Real Estate Investment Council (REIC)
- Risk Management Association (RMA) – Tampa Bay Chapter
- Florida Association of Environmental Professionals – Tampa Bay Chapter (TBAEP)

## Special Qualifications

- Has more than 18 years of experience with preparing Phase I Environmental Site Assessments and conducting and managing remediation projects involving Brownfield sites, hazardous waste, industrial waste, and petroleum contamination; groundwater modeling; and regulatory reporting
- Experience with environmental compliance, RCRA, CERCLA, and state hazardous waste and petroleum cleanup programs



4341 S.W. 62nd Avenue, Davie, Florida 33314  
T: (954) 585-0997 • F: (954) 585-3927 • www.stonersurveyors.com

**James D. Stoner, P.S.M.**  
*Surveying*

### ***Professional Profile***

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**Mr. Stoner** is a second generation Land Surveyor, with over forty years of surveying experience in South Florida. He began his surveying career at Williams, Hatfield, & Stoner, Inc. working from the bottom as a Rodman, all the way up to Vice President of the Surveying Department.

**Mr. Stoner** founded Stoner & Associates, Inc. in 1988, based on the philosophy that attention to detail and quality work would create a successful firm. He manages all aspects of the firm's growth and development.

**Mr. Stoner** has supervised both small and large scale surveying projects. His firm has successfully completed numerous roadway and other various projects, while working directly with the clients and consultants.



### ***Education***

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**Associates of Science in Land Surveying**  
*Palm Beach Community College in 1979*

### ***Professional Registrations***

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**State of Florida Professional Surveyor and Mapper**  
*License Number LS4039*

### ***Professional Affiliations***

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Florida Surveying and Mapping Society  
Florida Surveying and Mapping Society – Broward Chapter  
American Congress on Surveying and Mapping  
Leadership Broward



## RAJ KRISHNASAMY, P.E.

GEOTECHNICAL  
33 Years of Experience



### PROFESSIONAL QUALIFICATIONS

#### EDUCATION

- MS in Geotechnical Engineering, University of Memphis, 1995
- BS in Civil Engineering, Christian Brothers University, 1987
- Diploma in Electronic Engineering, Malaysian Air Force Institute, 1984

#### PROFESSIONAL ORGANIZATION AND REGISTRATION

- Professional Engineer: Florida, 53567
- Water Well Contractor, Florida, 11346
- Certified OSHA Supervisor
- Certified Environmental Consultant

### PROFESSIONAL EXPERIENCE

Mr. Raj Krishnasamy, P.E., President and Principal Engineer of TSF, is a Florida State registered Geotechnical Engineer with over 33 years of experience. Mr. Krishnasamy oversees the geotechnical engineering, construction materials testing, and inspection services operations. His experience consists of successfully completing over 5,000 public and private projects. He serves as Project Manager for continuing contracts with over 20 Florida public agencies. He has a history of repeatedly retaining those contracts through successful, cost-effective and prompt execution of each task order. Mr. Krishnasamy's daily involvement with the in-house and field operations of the construction and geotechnical services departments provides him the "hands-on" experience and knowledge of current construction codes and construction practices throughout the State of Florida. Mr. Krishnasamy and his highly experienced team focus on providing the client with a consistently accurate, cost-effective quality product that is delivered on time and within budget.

### RELEVANT PROJECT EXPERIENCE

**SR 820 (Hollywood Blvd) and SR 845 (Powerline Road) Safety Projects, Broward County, Florida.** Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for the SR 820 and SR 845 Safety Projects. This project included installation of mast arms at the following intersections: SR 820 (Hollywood Boulevard) and NW 35th Avenue, SR 845 (Powerline Road) and NW 40th Court. The purpose of this study to explore the subsurface conditions within the general vicinity of the intersections and provide geotechnical recommendations to guide the design and construction. Provided a geotechnical engineering report including geotechnical evaluations and recommendations regarding drilled shaft foundation design as well as construction considerations.

**School Flashers at Kirk Road and L-7 Canal, Palm Beach County, Florida.** Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for the School Flashers at Kirk Road and L-7 Canal located in Palm Beach County, Florida. This safety improvement project includes school flashers at the subject intersection. The purpose of this study was to project geotechnical input to design team to assist in evaluation of the merits of the safety improvements. Provided a geotechnical engineering report including geotechnical evaluations and recommendations regarding foundations and drilled shaft construction.



## Experience of Key Personnel Working Together

**Safe Routes to School Design Services-Cutler Bay Middle School, Cutler Bay** — Kimley-Horn provided professional services for the design and preparation of construction documents for the Federally Funded Safe Routes to School (SRTS) project at Cutler Bay Middle School, formally known as Cutler Bay Academy of Advanced Studies. The scope included project management, preliminary design, environmental documentation, permitting assistance, final design services, LAP and post design, as well as construction contract documents including design plans, specifications, cost estimates, and production of the necessary environmental documents for the project. *Team performed all services under Kimley-Horn.*

**Design Cost:** \$72,049.38

**Civil Engineering Design Services for Safe Routes to School (SRTS) Infrastructure, Village of Palmetto Bay** — Kimley-Horn was retained by The Village of Palmetto Bay for the design and preparation of construction contract documents for the Federally Funded Safe Routes to School (SRTS) project at Perrine Elementary (8851 SW 168th Street, Palmetto Bay, FL 33157) and Coral Reef Elementary School (7955 Southwest 152nd Street; Miami, FL 33157). Scope of services include providing project management, preliminary design, environmental documentation, permitting assistance, and final design services. Additional services include construction contract documents including plans, specifications and cost estimates ready for bid. *Team performed all services under Kimley-Horn.*

**Design Cost:** \$64,955.00

**Safe Routes to School Program, Key Biscayne** — Kimley-Horn is providing professional engineering and design services for the Village's Safe Routes to School Program. Anticipated tasks include roadway analysis; roadway plans; environmental permits, compliance, and clearances; signalization analysis; and signalization plans. *Team performed all services under Kimley-Horn.*

**Final Project Cost:** \$167,891

Personnel & Title	Role for Town of Cutler Bay SRTS Project	Role for Village of Palmetto Bay SRTS Project	Role for Village of Key Biscayne SRTS Project
Stefano Viola, P.E.	Project Manager	Project Manager	Project Engineer
Gary Ratay, P.E.	Principal-in-Charge	Principal-in-Charge	Principal-in-Charge
Stewart Robertson, P.E.	Quality Assurance/Quality Control	Quality Assurance/Quality Control	Quality Assurance/Quality Control
Leonte Almonte, P.E.	Project Engineer	Project Engineer	Project Manager
Eric Regueiro, P.E.	Roadway Engineer	Roadway Engineer	Roadway Engineer
John McWilliams, P.E.	Signals/Signage	Signals/Signage	Signals/Signage
Barton Fye, P.E.	Project Engineer	Project Engineer	Project Engineer
Erin Emmons, GISP	GIS	GIS	GIS
William Spinner, P.G.	Environmental	Environmental	Environmental



# Section 3

- a. RFQ-PM – Qualification of Proposer's Project Manager
- b. RFQ-PM-R – Reference Letter for Consultant's Project Manager
- c. Resume of Project Manager



# Request for Qualifications Qualifications of Proposer Form RFQ-PM

**Instructions.** (Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFQ. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PM-R must be included for each Form RFQ-PM.

**RFQ Solicitation No.:** 2020-18 **RFQ Title:** Graham Education Center  
 Design Services for Safe Routes to School for Bob

**Name of Proposer:** Kimley-Horn and Associates  
Miramar Parkway Historic Downtown

**Role:** Prime  Subcontractor/Subconsultant

**Name of Project:** Revitalization **Address of Project:** Miramar Parkway from SW 68th Avenue to SW 69th Way

**Name of Owner:** City of Miramar

**Contact Name:** Alex Shershevsky

**Contact Telephone No.:** 954-602-3315

**Contact E-mail Address:** ashershevsky@miramarfl.gov

**Brief Scope of Project & How Project is Similar:** Streetscape improvements along Miramar Parway that included road widening to accommodate bicycle lanes, plus sidewalk and signing and marking improvements.

**Value of Design Fees: (if applicable):** Awarded: \$ 120,800.00 **Actual:** \$ 120,800.00  N/A


**Basis for difference in value:** N/A

**Value of Construction: (if applicable):** Awarded: \$ 1,460,364.78 **Actual:** \$ 1,460,364.78  N/A

**Basis for difference in value:** N/A

**Project Completion (no. of calendar days):** **Projected:** 360 **Actual:** 360  N/A

**Type of Project:**  design-bid-build  design/build  CM@Risk  Other (specify): \_\_\_\_\_

By:  August 27, 2020  
 Signature of Authorized Officer Date

Gary R. Ratay, P.E. Vice President  
 Printed Name Title



To Whom it May Concern

Subject: Reference Letter for Consultant's Project Manager

Name of Proposer: Kimley-Horn and Associates, Inc. Name of Project Manager: Stefano Viola, P.E.

The above referenced Consultant is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We require that the Proposer provide written references for their Project Manager (PM) with their submission. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Miramar Parkway Historic Downtown Revitalization

Scope of work: Streetscape improvements along Miramar Parkway from 68th Avenue to 69th Way

Value of project: \$ 1,581,164.78 Value of Design Services: \$ 120,800.00

Delivery method:  Design-Bid-Build  CM@Risk  Design-Build  Other (\_\_\_\_\_)

Construction completed on time & within budget:  Yes  No

If no, did the PM at contribute to the delay(s) or increased cost?  Yes  No

Quality of Design:  Above expectations  Average  Below Expectations

Errors and Omissions:  Above expectations  Average  Below Expectations  
(Above expectations means there were fewer errors & omissions than anticipated)

Did Errors & Omissions result in increased construction cost?  Yes  No

Was the Project Manager responsive to the Owner & Contractor?  Yes  No

Was the Project Manger timely with reviews and submittals?  Yes  No

Did the Project Manger quickly resolve issues as they arose?  Yes  No

Comments:

HIGHLY RECOMMENDED ENGINEERING CONSULTANT

Name of Owner: City of Miramar

Name of individual completing this form: Alex Shershevsky Date: 07/22/20

Signature: [Signature] Title: Project Manager

Telephone: 954-602-3315 E-mail: ashershevsky@miramarfl.gov

Sincerely,

Nathalie Garcia, Procurement Manager

Form RFQ-PM-R

# Request for Qualifications Qualifications of Proposer Form RFQ-PM

**Instructions.** (Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFQ. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PM-R must be included for each Form RFQ-PM.

**RFQ Solicitation No.:** 2020-18 **RFQ Title:** Graham Education Center  
*Design Services for Safe Routes to School for Bob*

**Name of Proposer:** Kimley-Horn and Associates **Role:** Prime  Subcontractor/Subconsultant

**Name of Project:** West Country Club Drive Curbing **Address of Project:** West Country Club Drive from SR 856 to Aventura Boulevard

**Name of Owner:** City of Aventura **Contact Name:** Antonio Tomei

**Contact Telephone No.:** 305-466-8923 **Contact E-mail Address:** tomeit@cityofaventura.com

**Brief Scope of Project & How Project is Similar:** The project included new curbing along West Country Club Drive which included modifications to existing bus stops and sidewalks.

**Value of Design Fees:** (if applicable): **Awarded:** \$ 15,009.00 **Actual:** \$ 15,009.00  N/A

**Basis for difference in value:** N/A

**Value of Construction:** (if applicable): **Awarded:** \$ 317,807.50 **Actual:** \$ 317,807.50  N/A

**Basis for difference in value:** N/A

**Project Completion** (no. of calendar days): **Projected:** 90 **Actual:** 70  N/A

**Type of Project:**  design-bid-build  design/build  CM@Risk  Other (specify): \_\_\_\_\_

By: *Gary R. Ratay* **Signature of Authorized Officer**  
August 27, 2020 **Date**

Gary R. Ratay, P.E. **Vice President**  
\_\_\_\_\_ **Title**



To Whom it May Concern

Subject: Reference Letter for Consultant's Project Manager

Kimley-Horn and Associates, Inc.  
Name of Proposer: \_\_\_\_\_ Name of Project Manager: Stefano Viola, P.E.

The above referenced Consultant is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We require that the Proposer provide written references for their Project Manager (PM) with their submission. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: West Country Club Drive Curbing

Scope of work: Installation of curbing along West Country Club Drive

Value of project: \$ 317,807.50 Value of Design Services: \$ 15,009.00

Delivery method:  Design-Bid-Build  CM@Risk  Design-Build  Other (\_\_\_\_\_)

Construction completed on time & within budget:  Yes  No

If no, did the PM at contribute to the delay(s) or increased cost?  Yes  No

Quality of Design:  Above expectations  Average  Below Expectations

Errors and Omissions:  Above expectations  Average  Below Expectations  
(Above expectations means there were fewer errors & omissions than anticipated)

Did Errors & Omissions result in increased construction cost?  Yes  No

Was the Project Manager responsive to the Owner & Contractor?  Yes  No

Was the Project Manger timely with reviews and submittals?  Yes  No

Did the Project Manger quickly resolve issues as they arose?  Yes  No

Comments:

Name of Owner: City of Aventura

Name of individual completing this form: Antonio Tomei Date: 7-23-2020

Signature: Antonio F. Tomei Title: Capital Projects Manager

Telephone: 305-466-8923 E-mail: tomeit@cityofaventura.com

Sincerely,

Nathalie Garcia, Procurement Manager

Form RFQ-PM-R

# Request for Qualifications Qualifications of Proposer Form RFQ-PM

**Instructions** (Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFQ. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects. Form RFQ-PM-R must be included for each Form RFQ-PM.

**RFQ Solicitation No.:** 2020-18 **RFQ Title:** Graham Education Center  
Design Services for Safe Routes to School for Bob

**Name of Proposer:** Kimley-Horn and Associates **Role:** Prime  Subcontractor/Subconsultant   
NW 28th Street, NW 99th Avenue and Coral Hills

**Name of Project:** Canterbury Sidewalk Improvements Project **Address of Project:** Drive within the Canterbury neighborhood

**Name of Owner:** City of Coral Springs **Contact Name:** Glen Gordon

**Contact Telephone No.:** 954-345-2219 **Contact E-mail Address:** ggordon@coralsprings.org

**Brief Scope of Project & How Project is Similar:** Sidewalk improvements along NW 28th Street, NW 99th Avenue and Coral Hills Drive within the Canterbury neighborhood. Improvements included ADA improvements plus signing and marking.

**Value of Design Fees: (if applicable):** **Awarded:** \$ 32,835.00 **Actual:** \$ 32,835.00 N/A

**Basis for difference in value:** N/A

**Value of Construction: (if applicable):** **Awarded:** \$ 190,688.57 **Actual:** \$ 190,688.57 N/A

**Basis for difference in value:** N/A

**Project Completion (no. of calendar days):** **Projected:** 120 **Actual:** 120 N/A

**Type of Project:**  design-bid-build  design/build  CM@Risk  Other (specify): \_\_\_\_\_

By: Gary R. Ratay \_\_\_\_\_  
Signature of Authorized Officer Date  
August 27, 2020

Gary R. Ratay, P.E. \_\_\_\_\_  
Vice President Title  
Printed Name



To Whom it May Concern

Subject: Reference Letter for Consultant's Project Manager

Kimley-Horn and Associates, Inc.

Name of Proposer: \_\_\_\_\_ Name of Project Manager: Stefano Viola, P.E.

The above referenced Consultant is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We require that the Proposer provide written references for their Project Manager (PM) with their submission. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Canterbury Sidewalk Improvements Project

Sidewalk improvements along NW 28th Street, NW 99th Avenue and Coral Hills

Scope of work: Drive within the Canterbury neighborhood.

Value of project: \$ 223,523.57 Value of Design Services: \$ 32,835.00

Delivery method:  Design-Bid-Build  CM@Risk  Design-Build  Other ( \_\_\_\_\_ )

Construction completed on time & within budget:  Yes  No

If no, did the PM at contribute to the delay(s) or increased cost?  Yes  No

Quality of Design:  Above expectations  Average  Below Expectations

Errors and Omissions:  Above expectations  Average  Below Expectations  
(Above expectations means there were fewer errors & omissions than anticipated)

Did Errors & Omissions result in increased construction cost?  Yes  No

Was the Project Manager responsive to the Owner & Contractor?  Yes  No

Was the Project Manger timely with reviews and submittals?  Yes  No

Did the Project Manger quickly resolve issues as they arose?  Yes  No

Comments:

Kimley-Horn did an great job on both projects.

Name of Owner: City of Coral Springs

Name of individual completing this form: Glen Gordon Date: 7/23/20

Signature: Glen Gordon Title: Streets Superintendent

Telephone: 954-345-2219 E-mail: ggordon@coralsprings.org

Sincerely,

Nathalie Garcia, Procurement Manager

Form RFQ-PM-R



# Stefano Viola, P.E.

*Project Manager, FDOT Coordination/LAP, Construction Phase Services, Permitting*



## **Safe Routes to School Design Services-Cutler Bay Middle School, Cutler Bay**

Project manager. Kimley-Horn provided professional services for the design and preparation of construction documents for the Federally Funded Safe Routes to School (SRTS) project at Cutler Bay Middle School, formally known as Cutler Bay Academy of Advanced Studies. The scope included project management, preliminary design, environmental documentation, permitting assistance, final design services, LAP and post design, as well as construction contract documents including design plans, specifications, cost estimates, and production of the necessary environmental documents for the project.

## **Civil Engineering Design Services for Safe Routes to School (SRTS) Infrastructure, Village of Palmetto Bay**

— Project manager. Kimley-Horn was retained by The Village of Palmetto Bay for the design and preparation of construction contract documents for the Federally Funded Safe Routes to School (SRTS) project at Perrine Elementary (8851 SW 168th St Palmetto Bay, FL 33157) and Coral Reef Elementary School (7955 Southwest 152nd Street; Miami, FL 33157). Scope of services include providing project management, preliminary design, environmental documentation, permitting assistance, and final design services. Additional services include construction contract documents including plans, specifications and cost estimates ready for bid.

**Safe Routes to School Program, Key Biscayne** — Quality Control/Quality Assurance. Kimley-Horn is providing professional engineering and design services for the Village's Safe Routes to School Program. Anticipated tasks include roadway analysis; roadway plans; environmental permits, compliance, and clearances; signalization analysis; and signalization plans.

**Westside Blueway Trail Phase II, Miami Gardens** — Project manager on the team performing all the necessary planning and design services for the development of the Westside Blueway Trail inclusive of the site amenities and furnishings. The firm was also tasked with providing full construction documents and specifications as required for the bidding, construction observations, and administration of the project. Kimley-Horn's responsibilities included processing applications for construction permits and securing the necessary approvals through all applicable permitting agencies. One of which was the FDOT LAP approval.

**NW 39th Street Canal Trail (C-13 Canal), Oakland Park** — Project manager. Kimley-Horn was retained by the City of Oakland Park for the design and construction of the NW 39th Street Canal Trail improvements along a portion of the northern and southern banks of the South Florida Water Management District's C-13 Canal between NW 21st Avenue and NW 29th Avenue, a combined distance of approximately 1.2 miles. The project involved the construction of pedestrian and bicycle paths with pedestrian-friendly lighting, landscaping/hardscaping, and wayfinding signage. Our professional services included surveying, civil paving, grading and drainage design, electrical lighting and pump engineering design, landscaping, irrigation, hardscaping, public involvement during design, permitting, bidding, and construction phase services.

**Town Engineering Services, Town of Miami Lakes** — Over the past several decades, the Town of Miami Lakes has contracted with our firm to provide all aspects of engineering associated with the Town, including providing staff to fill the positions of Public Works Director and Stormwater Utility Director.

## **Professional Credentials**

- Bachelor of Science, Civil Engineering, Florida International University, 2007
- Professional Engineer in Florida, #74655, June 8, 2012
- American Society of Civil Engineers (ASCE)
- Florida Engineering Society

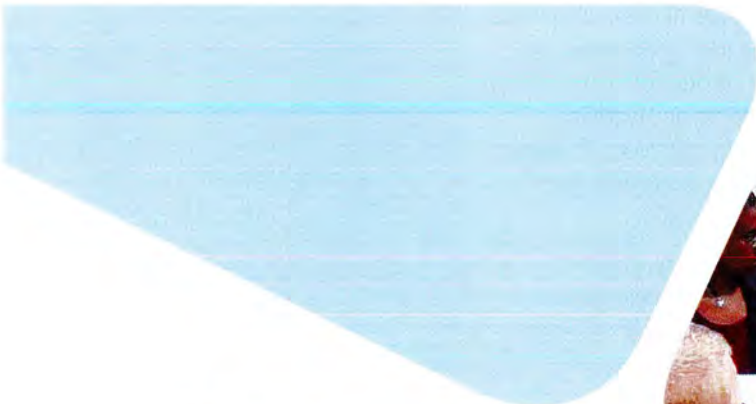
## **Special Qualifications**

- More than 14 years of engineering experience, including roadway restoration/resurfacing, drainage modeling, water/wastewater utility design, stormwater master planning, preparation of engineering drawings, permitting, and site/plan preparation and review
- Prior to joining Kimley-Horn, served as Sergeant in the United States Marine Corps for five years
- Experience with AutoCAD, WaterCAD, StormCAD, and Cascade



# Section 4

- a. RFQ-T – Technical Capabilities
- b. RFQ-PAP – Project Approach & Process Form



# Request for Qualifications Technical Capabilities

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**RFQ Title:** Design Services for Safe Routes to School for Bob Graham Education Center

**RFQ Number:** RFQ No. 2020-18

**Name of Proposer:** Kimley-Horn and Associates, Inc.

**In the space provided below respond to the requirements of the RFQ for Technical Approach.**

Our multi-disciplinary approach plays an important role in the design process, providing aesthetic, functional, and scientific contributions to project design. Our approach to the Safe Routes to School for the Bob Graham Education Center Project will focus on saving you and your staff time and ensuring the project goals and deadlines are met. Kimley-Horn will provide the full range of professional services from analysis, conceptual planning, and estimating to the preparation of construction documents and follow through to post-design and project closeout. We will be available for public presentations to communicate and work with the public, offering collaborative opportunities to establish their priorities and solutions for their concerns and issues. Our team's technical expertise and illustration, graphic, and presentation skills will be invaluable during public meetings or Town Council presentations. We will be an extension of your staff throughout all surveying, engineering, and landscape architectural aspects of the design. Our subconsultants include **Stoner and Associates** for surveying services and **TSF** for geotechnical services. We have an excellent long-term working relationship with them, and they have successfully served the Town of Miami Lakes on several past projects.

**Stefano Viola, P.E.** will be the Town's point of contact and project manager for this project. He understands that communication and project documentation are critical to successful projects. Communication with the Town's project manager and the documentation of meetings and project decisions is critical from project inception to construction closeout. He has recently acted as Kimley-Horn's project manager for the Safe Routes to School project for the Village of Palmetto Bay and is currently serving as the project manager for the Town of Miami Lakes' general services contract.

## Crafting the Design

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Miami Lakes residents and visitors are sophisticated and demand public spaces that are safe, walkable, beautiful, livable, and welcoming. Considering that the safe routes to school projects address environmental issues as well as specific aesthetic and pedestrian connectivity concerns, these projects will require creative design solutions that consider complex project requirements. Our team has applicable experience with all aspects of the Safe Routes to School for the Bob Graham Education Center Project scope of services and has visited the project site to observe potential design issues along the corridor. We anticipate that permitting will be required with the Town of Miami Lakes, Miami-Dade County, and the Florida Department of Transportation (FDOT).

If selected for this project, Kimley-Horn will clarify the Town's expectations for design, budget, and schedule in a pre-scope meeting. Upon successful negotiation of a scope and fee for the project and given notice to proceed, we will initiate survey and geotechnical services and review in further detail the previously-completed plans and graphic materials available. We will meet with the Town's project manager to discuss all of the information and identify any additional items that need to be researched, studied, or acquired. We will perform a site visit to observe existing conditions, verify the survey and other data, and identify opportunities and constraints. Kimley-Horn will provide concepts that will be presented to Town staff for input. Upon reaching a consensus on the final design program, we will refine the design and prepare the required permit submittals and construction documents.

Creative design is an important part of each assignment, but its sustainability is just as important. Our participation in master plans and studies for some of the most high-profile safe routes to school and transportation corridor studies in the state gives us an edge in crafting creative design solutions that are bold, fresh, and engaging—yet, implementable, affordable, sustainable, and maintainable over time. We believe that great design solutions for each "component part" will lead to a "composite whole" of outstanding experiences. Since our resulting designs will be maintained by Town staff, we will coordinate each design solution with the appropriate department to benefit from their lessons learned, experiences, and budgetary and staff limitations to craft a practical and maintainable solution.

After approval of the project drawings by the Town and regulatory agencies, we will work with the Town throughout the bid phase and construction phase. For the post-design phase of the project, our engineers and landscape architects offer highly experienced and highly qualified technical input and observation of construction projects. They are fully aware of issues that might necessitate field changes related to unforeseen conditions, can effectively respond to contractor requests for information, and will review contractor shop drawings in a timely manner to keep the construction on schedule and within budget.

## Typical Project Schedule

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We have prepared the following proposed project schedule for your review and consideration and look forward to further refining and discussing with the Town of Miami Lakes staff.

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## PHASE ONE

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### Stage One: Reconnaissance / Understanding / Outreach

As we embark upon the Safe Routes to School for the Bob Graham Education Center Project, starting with a sound foundation of the project understanding, goals, timeline expectations, budgets, and team members is vital. During this initial phase of work, the team will focus on the following tasks:

#### Project Mobilization and Kick-off Meeting

- Review of the anticipated improvements for this project and discussions to ensure that the intent is met
- Project kick-off meeting with Town Staff for Development of project procedures, preliminary schedules, development of project database
- Follow-up staff meeting(s) with the Town

#### Identification and Review of Existing Data & Collection of Additional Base Data

- Review of existing data and assessment of needed additional data
- Survey of existing conditions
- Right-of-way boundaries
- Traffic data collection
- Infrastructure review

#### Preparation of Site Opportunities and Constraints

An important document in which to utilize as a tool is to present to the public and Town Leadership on the goals and objectives of the project while understanding and presenting the physical, infrastructure, environmental, regulatory and social/cultural opportunities and constraints of the site area. We will emphasize the important focus on context-sensitive design and place making. We will discuss the Town's resiliency goals to ensure they are incorporated where possible.

#### Project Programming

- Development of overall strategic implementation alternatives and phasing in coordination with the Town
- Development of work plans for design and implementation
- Development of protocols for communication, documentation and file management, schedule and budget controls, and quality control (QC) plan

Our consensus building program will focus on balancing the needs of all users including Town staff and residents while also accounting for neighbors directly impacted by the development. Our program will consist of some or all of the following:

- Public/private citizen meetings
- Stakeholder meetings/focus groups
- Neighborhood meetings
- Social media/web page/email blasts/printed materials
- Progress discussions/meetings with staff

### Stage Two: Conceptual Planning / Consensus Building / Programming

Once stage one has been completed, the design team will focus on the development and update of preliminary conceptual alternative programs and plans. These alternatives will be based on the understanding and outreach developed during the stage one work. The alternatives will illustrate the programmatic elements of the project while also being accompanied by an initial level cost estimate to be reviewed by the Town.

#### Development of Preliminary Initial Plans of the Following Improvements:

- Roadway/Sidewalk – Typical cross section zones (pedestrians, bicycle lanes, shared-use paths) concepts
- Signage and marking – pedestrian bicycle and vehicular guide signage and coordination with Miami-Dade County Traffic
- Landscaping – plans recognizing potential existing landscape that may be impacted and proposed solutions/replacements and coordination with all required jurisdictions for the exterior spaces (Public Works, Planning and Zoning)
- Lighting – street lighting (identify existing lights and potential for new lighting)

#### Public Outreach/Consensus Building

- Public meeting
- Elected Officials
- Advisory Boards
- Staff
- Focus Group
- Ongoing staff meetings/preparation of progress reports
- Town Staff and Kimley-Horn team review of public input reports

#### Preliminary Agency and Permit Coordination

The design team will conduct pre-application meetings with permitting agencies to ensure that preliminary concepts are permissible and will prepare plans for the review and approval of the following agencies: the Town Building Department, Miami-Dade County Traffic Engineering, Miami-Dade County Transit, Public Works, and FDOT. We will refine preliminary concept plans, based on public input for confirmation by Town:

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## PHASE TWO

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### Stage Three: Detailed Design

Once the strategic implementation strategy of improvements has been refined and determined during Phase One, the design team will embark upon the detailed design of the proposed improvements. As an integral part of this process, the design team will continue to develop the cost estimate for the project.

## Technical Capabilities (continued)

### Constructability Design

During this phase of work, the overall project will be developed in sufficient detail to fix and describe the project elements. We will further refine the character of the improvements and will provide a constructability level project cost estimate alongside the constructability design package for the Town's review and approval. Refinements to the proposed development include:

- Roadway improvements
- Drainage improvements/modifications
- Signage and pavement Markings
- New Landscape
- Review by Town staff
- Ongoing Permit Coordination
- Public Outreach/Updates
- Project Administration/Preparation of Project Progress Reports
- Coordination with Town staff

### Bidability Documents

Once the constructability design work has been completed and preliminary budgets have been approved and reviewed, the design team will embark on the development of the bidability documents necessary for the improvements. During this stage of work the team will develop a bidability project cost estimate for the Town's review. Depending on the outcome of the strategy for implementation, the design team may develop a series of packages for ease of permitting and implementation, this will be determined during the development of the schematic design drawings.

### Initial Documents

This progress set of drawings will further refine and fix the details and constructability of the project.

- Roadway improvements
- Signage and Pavement Markings
- Landscape
- Site lighting

Drawing packages will be prepared that will include the necessary disciplines, such as:

- Site Work
  - » Survey of existing conditions
  - » Demolition Plans
  - » Site Layout
- Public Outreach/Updates
  - » Public meeting
- » Paving, Grading and Drainage
- » Pavement Markings
- » Lighting Plans
- » Landscape Plans
- » Existing utility designation
- » Stakeholder meetings

### Constructability Documents

During the development of this set, specific materials for construction will begin to be determined. This effort will be based on input from the Town related to pricing, as well as value engineering input gained during the review of the Initial Design drawings. The drawings prepared during the constructability submission will be in more detail and will include plans, sections, details, and preliminary technical specifications necessary for the internal coordination within the team. Once proposed alignments have been identified, we will coordinate with utility providers to assess potential conflicts.

### Bidability Documents

This set of construction drawings and technical specifications will be utilized by the contractor for implementation of the project. All permit comments will have been incorporated and the final set of construction drawings will be provided to the Town.

- Public Outreach/Updates
  - » Public meeting
  - » Stakeholder meetings
- » Web-page/social media/email blasts/printed materials

### Stage Four: Permitting

During the development of the conceptual and detailed design drawings, we have found it to be very helpful to coordinate with the various permitting agencies during the process. Therefore, as described in the various stages above, we have recommended preliminary coordination and review by the federal, state and local permitting agencies. The Kimley-Horn team will be responsible for obtaining all necessary permits from the Town of Miami Lakes, Miami-Dade County Traffic Engineering, and FDOT.

### Stage Five: Construction Related Services

Our design team will provide bidding and limited construction related services. We will prepare the bid documents and schedule of values, attend pre-bid meetings, respond to bidder questions, prepare addenda and revisions, review contractor bids and assist the Town making bid award recommendations. Our team can also help in establishing a methodology to set up a procurement process that will help ensure the selection of the most qualified contractor, which should help in maintaining the project within budget and on schedule. During construction, we will ensure that the design intent is met by reviewing product samples and typical installation and provide technically skilled field observation staff given their experience, familiarity with the existing conditions and utilities in the corridor, experience with Town departments and proximity to the project site. The design team can provide the following construction management and inspection services related to the improvements.

- In-house construction related services
  - » Pre-construction conference(s), project start-up and organization meeting(s)
- On-site construction inspection
  - » Conduct site observations
  - » Attendance at job site construction meetings
- » Respond to RFI's, shop drawing submittals
- » Respond to Requests for Supplemental Information
- » Review of record drawings

# ***Request for Qualifications Project Approach & Process Form***

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**RFQ Title:** Design Services for Safe Routes to School for Bob Graham Education Center

**RFQ Number:** RFQ No. 2020-18

**Name of Proposer:** Kimley-Horn and Associates, Inc.

**In the space provided below respond to the requirements for the Project Approach & Process**, explaining how your firm will approach and the process for developing and designing the project.

## **Approach to the Project**

Our multi-disciplinary approach plays an important role in the design process, providing aesthetic, functional, and scientific contributions to project design. Our approach to the Safe Routes to School for Bob Graham Education Center project will focus on saving you and your staff time and making sure the project goals and deadlines are met. **Kimley-Horn** will provide the full range of professional services from analysis, conceptual designs, and estimating to the preparation of construction documents, permitting through FDOT and Miami-Dade County, and following through to post-design and project closeout. Our team will be available for public presentations to communicate and work with the public, offering collaborative opportunities to establish their priorities and solutions for their concerns and issues. We are confident that you will find the technical expertise and illustration, graphic, and presentation skills of the Kimley-Horn team to be invaluable during public meetings or Town Council presentations. We will be an extension of your staff throughout all aspects of the design.

Our team includes two small businesses: **Stoner and Associates, Inc.** for professional survey services and **TSF** for geotechnical engineering. We have an excellent long-term working relationship with each firm and both have successfully served the Town of Miami Lakes on several past projects.

**Stefano Viola, P.E.** will be the Town's point of contact and project manager for the project. He understands that communication and project documentation are critical to LAP-funded projects. Communication with the Town's project manager and the documentation of meetings and project decisions is critical from project inception to construction close-out. He has recently served as project manager for the Stormwater Master Plan Update #3 project for the Town.

To further demonstrate the continuity of our design team, **Stefano Viola** will serve as the lead project civil engineer, **Stewart Robertson, P.E.** will offer quality control reviews for the project, **Gary Ratay, P.E.** will be the Principal-in-Charge and provide project required specifications, and **Marissa Maring, P.E.** will offer design input and permitting services. This group has worked together on numerous Town projects and all are well-versed with the Town's expectations for plans and schedule demands.

## **Crafting the Design**

The intent of the Safe Routes to School (SRTS) Program is to provide safety improvements to existing pedestrian and bicycle modes transportation that are safe for children, which in turn encourages walking and bicycling to school. In addition to providing an alternative mode of transportation, SRTS also promotes healthy habits by providing an opportunity for children to engage in much needed physical activity before and after school each day. *Kimley-Horn identifies the five main elements of the safe routes to school program as the 5 E's which are engineering, education, encouragement, enforcement, and evaluation.*

The Town of Miami Lakes is seeking a consultant to provide design/bid/construction documents, and services during construction for the construction of the Safe Routes to School plans approved by FDOT for Bob Graham Education Center which include implementing wider sidewalks, crosswalks, curb ramps, and ADA accessible and detectable infrastructure at various locations along NW 79th Avenue.

All work is to be done in accordance with the Town of Miami Lakes, Miami-Dade County, Florida Department of Transportation, and the Transportation Planning Organization (TPO) standards.

## *Project Approach & Process (continued)*

The Town of Miami Lakes is seeking a consultant to provide design/bid/construction documents, and services during construction for the construction of the Safe Routes to School plans approved by FDOT for Bob Graham Education Center which include implementing wider sidewalks, crosswalks, curb ramps, and ADA accessible and detectable infrastructure at various locations along NW 79th Avenue.

All work is to be done in accordance with the Town of Miami Lakes, Miami-Dade County, Florida Department of Transportation, and the Transportation Planning Organization (TPO) standards.

After being selected for this project, Kimley-Horn will clarify the Town's expectations for design, budget, and schedule in a pre-scope meeting. Upon successful negotiation of a scope and fee for the project and given our notice to proceed, Kimley-Horn will initiate survey and geotechnical services and gather previously-completed plans, and graphic materials available and meet with the Town's project manager to discuss the information and identify any additional items that need to be researched, studied, or acquired. We will perform a site visit to observe existing conditions, verify the survey and other data, and identify opportunities and constraints. We will recommend design alternatives to the already-prepared preliminary drawings as well as potential concerns. These concepts will be presented to Town staff for input. Upon reaching a consensus on the final design program, we will refine the design and prepare the required permit submittals and construction documents.

Kimley-Horn has an excellent history of navigating the LAP process. From a keen understanding of the required submittals at Initial, Constructability and Bidability, to the familiarity of the FDOT Electronic Review Committee (ERC) process/website for receiving and responding to FDOT comments. We have completed numerous LAP projects and have a great working relationship with the FDOT reviewers so when comments are received we can communicate directly with them to work through their concerns. Additionally, our staff serves as ERC reviewers for FDOT so it allows us the opportunity to conduct in house reviews prior to submittals which helps minimize comments.

Creative design is clearly an important part of each assignment, but sustainability of that design is just as important. Our participation in master plans and studies for some of the most high-profile Safe Routes to School projects in the state gives us an edge in crafting creative design solutions that are bold, fresh, and engaging—yet, implementable, affordable, sustainable, and maintainable over time. We believe that great design solutions for each “component part” will lead to a “composite whole” of outstanding experiences. Since our resulting designs will be maintained by Town staff, we will also coordinate each design solution with the appropriate department to benefit from their (and our) lessons learned, experiences, and budgetary and staff limitations to craft a practical and maintainable solution.

After approval of the project drawings by the Town and FDOT, we will work with the Town throughout the bid phase and construction phase. For this post-design phase of the project, Kimley-Horn's engineers and landscape architects offer highly experienced and highly qualified technical input and observation of construction projects. They are fully aware of issues that might necessitate field changes related to unforeseen conditions, can effectively respond to contractor requests for information, and will review contractor shop drawings in a timely manner to keep the construction on schedule and on budget.



# Section 5

- a. RFQ-PP – Qualifications of Proposer Form
- b. RFQ-PP-R – Reference Letter for Proposer
- c. Pictures of Projects





# Request for Qualifications Qualifications of Proposer Form RFQ-PP

**Instructions** (Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFP. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects. Form RFQ-PP-R must be included for each Form RFQ-PP.

**RFP Solicitation No.:** 2020-18 **RFP Title:** Graham Education Center  
Design Services for Safe Routes to School for Bob

**Name of Proposer:** Kimley-Horn and Associates **Role:** Prime  Subcontractor/Subconsultant

**Name of Project:** NW 21st Street Roadway Improvements **Address of Project:** NW 21st Street from SR 441 east to dead end

**Name of Owner:** City of Lauderdale Lakes **Contact Name:** Ronald Desbrunes, P.E.

**Contact Telephone No.:** 954-535-2778 **Contact E-mail Address:** ronaldd@lauderdalelakes.org

**Brief Scope of Project & How Project is Similar:** \_\_\_\_\_

The project was a LAP funded project to provide roadway improvements along NW 21st Street from SR 441 east to Willie L. Webb, Sr. Park. The improvements included road widening to accommodate bicycle lanes, new sidewalk, signing and marking all to provide safer access to the bus stops on SR 441.

**Value of Design Fees: (if applicable):** **Awarded:** \$41,700 **Actual:** \$41,700  **N/A**

**Basis for difference in value:** N/A

**Value of Construction: (if applicable):** **Awarded:** \$757,260.80 **Actual:** \$757,260.80  **N/A**

**Basis for difference in value:** N/A

**Project Completion (no. of calendar days):** **Projected:** 270 **Actual:** 270  **N/A**

**Type of Project:**  design-bid-build  design/build  CM@Risk  Other (specify): \_\_\_\_\_

By: Gary R. Ratay August 27, 2020

Signature of Authorized Officer \_\_\_\_\_ Date \_\_\_\_\_

Gary R. Ratay, P.E. Vice President

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

## NW 21st Street Roadway Improvements

City of Lauderdale Lakes, FL





To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: Kimley-Horn and Associates, Inc.

The above referenced Contractor is submitting on a Request for Proposal that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: NW 21st Street Roadway Improvements

Scope of work: Road widening and new sidewalk to provide bicycle and pedestrian connectivity.

Total Value of project: \$ 798,960.80

Value of Design Services: \$ 41,700 Value of Construction: \$ 757,260.80

Delivery method:  Design-Bid-Build  CM@Risk  Design-Build  Other ( \_\_\_\_\_ )

Was design completed on time & within budget:  Yes  No

If no please provide an explanation: \_\_\_\_\_

Quality of Design:  Above expectations  Average  Below Expectations

Were construction completed on time and within budget?  Yes  No

If no please provide an explanation: \_\_\_\_\_

If project was not completed within budget what was the cause:

Owner  Errors & Omissions in Design  Contractor  Regulatory  Other

Was the Consultant responsive to the Owner & Contractor?:  Yes  No

Was Consultant timely in its reviews and submittals?  Yes  No

Comments: \_\_\_\_\_

Name of Owner: City of Lauderdale Lakes

Name of individual completing this form: Ronald Desbrunes, P.E. Date: 7/22/20

Signature: \_\_\_\_\_ Title: Director of Public Works

Telephone: 954-535-2778

E-mail: ronaldd@lauderdalelakes.org

Sincerely,

Nathalie Garcia, Procurement Manager

Form RFQ-PP-R

# Request for Qualifications Qualifications of Proposer Form RFQ-PP

**Instructions** (Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFP. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PP-R must be included for each Form RFQ-PP.

**RFP Solicitation No.:** 2020-18 **RFP Title:** Graham Education Center  
Design Services for Safe Routes to School for Bob

**Name of Proposer:** Kimley-Horn and Associates **Role:** Prime  Subcontractor/Subconsultant

**Name of Project:** Palmetto Bay SRTS for 3 elementary schools **Address of Project:** Howard Drive, Coral Reef and Perrine Elementary Schools

**Name of Owner:** Village of Palmetto Bay **Contact Name:** Dionisio Torres, P.E.

**Contact Telephone No.:** 305-969-5086 **Contact E-mail Address:** dtorres@palmettobay-fl.gov

**Brief Scope of Project & How Project is Similar:**

The project was a safe routes to school project for Howard Drive, Coral Reef and Perrine Elementary schools that the Village received LAP funding to implement. The improvements included new sidewalks, signage and pavement markings.

**Value of Design Fees: (if applicable):** Awarded: \$64,955.00 Actual: \$64,955.00 N/A

**Basis for difference in value:** N/A

**Value of Construction: (if applicable):** Awarded: N/A Actual: N/A

**Basis for difference in value:** N/A

**Project Completion (no. of calendar days):** Projected: \_\_\_\_\_ Actual: N/A

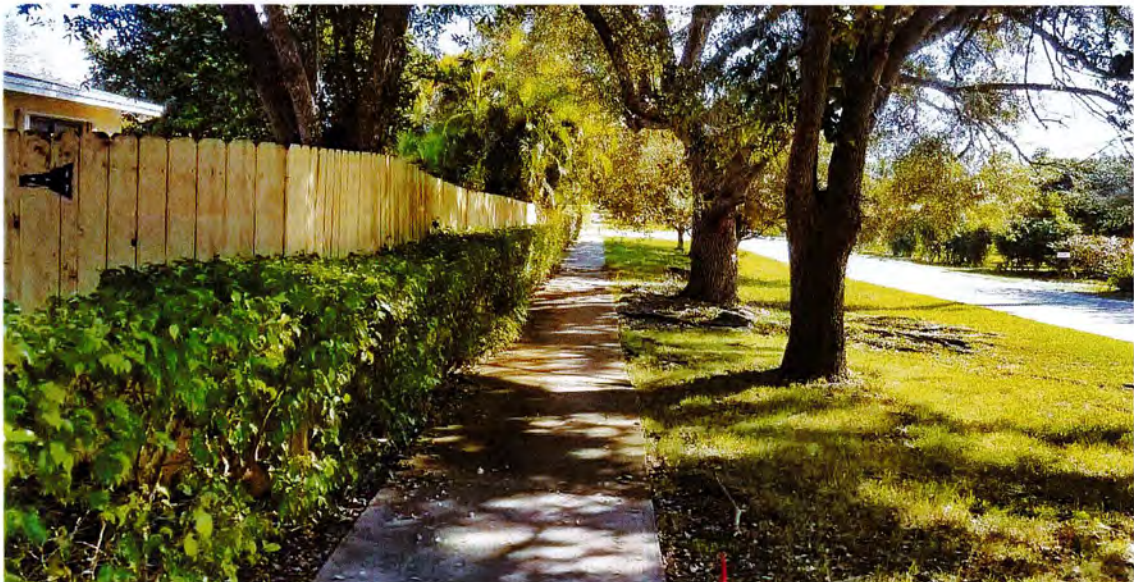
**Type of Project:**  design-bid-build  design/build  CM@Risk  Other (specify): \_\_\_\_\_

By: Gary R. Ratay Date: August 27, 2020  
Signature of Authorized Officer Vice President

Gary R. Ratay, P.E. Title  
Printed Name

## Safe Routes to School (SRTS) for Howard Drive Elementary, Coral Reef Elementary, and Perrine Elementary Schools

Village of Palmetto Bay, FL





To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: Kimley-Horn and Associates, Inc.

The above referenced Contractor is submitting on a Request for Proposal that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Safe Routes to School (SRTS) for Howard Drive Elementary, Coral Reef Elementary and Perrine Elementary Schools

Scope of work: New sidewalk, landscaping, solar pedestrian flashers and signing and marking.

Total Value of project: \$ 974,340.39

Value of Design Services: \$ 64,955.00 Value of Construction: \$909,385.39

Delivery method:  Design-Bid-Build  CM@Risk  Design-Build  Other ( \_\_\_\_\_ )

Was design completed on time & within budget:  Yes  No

If no please provide an explanation: \_\_\_\_\_

Quality of Design:  Above expectations  Average  Below Expectations

Were construction completed on time and within budget?  Yes  No

If no please provide an explanation: Has yet to be constructed

If project was not completed within budget what was the cause:

Owner  Errors & Omissions in Design  Contractor  Regulatory  Other

Was the Consultant responsive to the Owner & Contractor?:  Yes  No

Was Consultant timely in its reviews and submittals?  Yes  No

Comments: \_\_\_\_\_

Name of Owner: Village of Palmetto Bay

Name of individual completing this form: Dionisio Torres, P.E. Date: 07/22/20

Signature: Dionisio Torres Title: Director of Public Services

Telephone: 305-969-5086

E-mail: dtorres@palmettobay-fl.gov

Sincerely,

Nathalie Garcia, Procurement Manager

Form RFQ-PP-R

# Request for Qualifications Qualifications of Proposer Form RFQ-PP

**Instructions** (Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFP. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PP-R must be included for each Form RFQ-PP.

**RFP Solicitation No.:** 2020-18 **RFP Title:** Graham Education Center  
**Name of Proposer:** Kimley-Horn and Associates **Role:**  Prime  Subcontractor/Subconsultant   
**Name of Project:** Cutler Bay Middle School SRTS **Address of Project:** 19400 Gulfstream Rd, Cutler Bay, FL 33157  
**Name of Owner:** Town of Cutler Bay **Contact Name:** Alfredo Quintero, E.I.  
**Contact Telephone No.:** 305-234-4262 **Contact E-mail Address:** aquintero@cutlerbay-fl.gov

**Brief Scope of Project & How Project is Similar:** \_\_\_\_\_

The project was a safe routes to school project for Cutler Bay Middle School that the Town received LAP funding to implement. The improvements included new sidewalk, signage and pavement markings.

**Value of Design Fees: (if applicable):** **Awarded:** \$72,049.38 **Actual:** \$72,049.38 **N/A**

**Basis for difference in value:** N/A

**Value of Construction: (if applicable):** **Awarded:** \$392,521.52 **Actual:** \$392,521.52 **N/A**

**Basis for difference in value:** N/A

**Project Completion (no. of calendar days):** **Projected:** 120 **Actual:** 120 **N/A**

**Type of Project:**  design-bid-build  design/build  CM@Risk  Other (specify): \_\_\_\_\_

By: Gary R. Ratay August 27, 2020  
Signature of Authorized Officer Date

Gary R. Ratay, P.E. Vice President  
Printed Name Title



To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: Kimley-Horn and Associates, Inc.

The above referenced Contractor is submitting on a Request for Proposal that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Safe Routes to School at Cutler Bay Middle School

Scope of work: New sidewalk, solar pedestrian flashers and signing and marking.

Total Value of project: \$ 464,570.90

Value of Design Services: \$ 72,049.38 Value of Construction: \$ 392,521.52

Delivery method:  Design-Bid-Build  CM@Risk  Design-Build  Other ( \_\_\_\_\_ )

Was design completed on time & within budget:  Yes  No

If no please provide an explanation: \_\_\_\_\_

Quality of Design:  Above expectations  Average  Below Expectations

Were construction completed on time and within budget?  Yes  No

If no please provide an explanation: \_\_\_\_\_

If project was not completed within budget what was the cause:

Owner  Errors & Omissions in Design  Contractor  Regulatory  Other

Was the Consultant responsive to the Owner & Contractor?:  Yes  No

Was Consultant timely in its reviews and submittals?  Yes  No

Comments: VERY RESPONSIVE AND RESPONSIBLE CONSULTANT

Name of Owner: Town of Cutler Bay

Name of individual completing this form: Alfredo Quintero Date: 7/22/2020

Signature: *Alfredo Quintero* Title: Director of Public Works

Telephone: 305-234-4262 E-mail: aquintero@cutlerbay-fl.gov

Sincerely,

Nathalie Garcia, Procurement Manager

Form RFQ-PP-R



# Request for Qualifications Qualifications of Proposer Form RFQ-PP

**Instructions.** (Add additional pages as necessary)

Provide the following information for completed projects within the past five (5) years. Complete all required information and submit this Form as required by the RFP. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects. Form RFQ-PP-R must be included for each Form RFQ-PP.

**RFP Solicitation No.:** 2020-18 **RFP Title:** Graham Education Center  
Design Services for Safe Routes to School for Bob

**Name of Proposer:** Kimley-Horn and Associates **Role:** Prime  Subcontractor/Subconsultant   
**Name of Project:** Key Biscayne SRTS for K-8 Center **Address of Project:** 601 Ridgewood Rd, Key Biscayne, FL 33149  
**Name of Owner:** Village of Key Biscayne **Contact Name:** Jake Ozyman, P.E.  
**Contact Telephone No.:** 305-365-7568 **Contact E-mail Address:** jozyman@keybiscayne.fl.gov

**Brief Scope of Project & How Project is Similar:** \_\_\_\_\_

The project was a safe routes to school project for Key Biscayne K-8 Center that the Village received LAP funding to implement. The improvements included new sidewalk, signage and pavement markings.

**Value of Design Fees: (if applicable):** **Awarded:** \$133,281.00 **Actual:** \$167,891.00  **N/A**

**Basis for difference in value:** Additional design was required due to growth in project area.

**Value of Construction: (if applicable):** **Awarded:** \_\_\_\_\_ **Actual:** N/A

**Basis for difference in value:** \_\_\_\_\_

**Project Completion (no. of calendar days):** **Projected:** \_\_\_\_\_ **Actual:** \_\_\_\_\_ **N/A**

**Type of Project:**  design-bid-build  design/build  CM@Risk  Other (specify): \_\_\_\_\_

By: Gary R. Ratay August 27, 2020  
Signature of Authorized Officer Date

Gary R. Ratay, P.E. Vice President  
Printed Name Title



To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: Kimley-Horn and Associates, Inc.

The above referenced Contractor is submitting on a Request for Proposal that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Name of Project: Safe Routes to School (SRTS) Program

Scope of work: New sidewalk, landscaping, solar pedestrian flashers and signing and marking.

Total Value of project: \$ \_\_\_\_\_

Value of Design Services: \$167,891.00 Value of Construction: \$441,180

Delivery method:  Design-Bid-Build  CM@Risk  Design-Build  Other ( \_\_\_\_\_ )

Was design completed on time & within budget:  Yes  No

If no please provide an explanation: Design was over budget and required a change order in the amount of \$34,610.

Quality of Design:  Above expectations  Average  Below Expectations

Were construction completed on time and within budget?  Yes  No N/A

If no please provide an explanation: Construction has not commenced yet.

If project was not completed within budget what was the cause:

Owner  Errors & Omissions in Design  Contractor  Regulatory  Other

Was the Consultant responsive to the Owner & Contractor?:  Yes  No

Was Consultant timely in its reviews and submittals?  Yes  No

Comments:

Name of Owner: Village of Key Biscayne

Name of individual completing this form: Jake Ozyman, P.E. Date: 7/23/20

Signature: [Signature] Title: Director of Public Works

Telephone: 305-365-7568 E-mail: jozyman@keybiscayne.fl.gov

Sincerely,  
Nathalie Garcia, Procurement Manager

Form RFQ-PP-R



# Section 7

- a. Proposer's Licenses & Certificates
- b. Business Tax Receipt
- c. State of Florida Corporate Certificate or other proof of Proposer's approval to conduct business in the State of Florida



*Licenses and Certifications*

STATE OF FLORIDA  
**BOARD OF PROFESSIONAL ENGINEERS**  
 THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**KIMLEY-HORN & ASSOCIATES, INC.**  
 421 FAYETTEVILLE STREET  
 SUITE 600  
 RALEIGH NC 27601

LICENSE NUMBER: CA696  
 EXPIRATION DATE: FEBRUARY 28, 2021  
 Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
 This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF LANDSCAPE ARCHITECTURE**  
 THE LANDSCAPE ARCHITECT BUSINESS HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**KIMLEY-HORN AND ASSOCIATES INC**  
 421 FAYETTEVILLE STREET  
 SUITE 600  
 RALEIGH NC 24601

LICENSE NUMBER: LCC000219  
 EXPIRATION DATE: NOVEMBER 30, 2021  
 Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
 This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF PROFESSIONAL GEOLOGISTS**  
 THE GEOLOGY BUSINESS HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

**KIMLEY-HORN AND ASSOCIATES INC**  
 421 FAYETTEVILLE STREET  
 SUITE 600  
 RALEIGH NC 27601

LICENSE NUMBER: GB175  
 EXPIRATION DATE: JULY 31, 2020  
 Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.  
 This is your license. It is unlawful for anyone other than the licensee to use this document.

U.S. Green Building Council  
**Kimley-Horn and Associates, Inc.**  
 Member Since 2006

THE U.S. GREEN BUILDING COUNCIL IS THE NATION'S FOREMOST COALITION OF LEADERS WORKING TO TRANSFORM THE WAY BUILDINGS AND COMMUNITIES ARE DESIGNED, BUILT AND OPERATED, ENSURING AN ENVIRONMENTALLY AND SOCIALLY RESPONSIBLE, HEALTHY AND PROSPEROUS FUTURE FOR ALL. IMPROVES THE QUALITY OF LIFE.

*Ruben L. Horn*  
*R.*

Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: LB696  
 Expiration Date February 28, 2021

**Professional Surveyor and Mapper Business License**  
 Under the provisions of Chapter 472, Florida Statutes

**KIMLEY-HORN AND ASSOCIATES, INC.**  
 421 FAYETTEVILLE ST STE 600  
 RALEIGH, NC 27601-1777

*Nicole Fried*  
 NICOLE "NIKKI" FRIED  
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

007738

# Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



6854435

**BUSINESS NAME/LOCATION**  
KIMLEY HORN AND ASSOCIATES INC  
355 ALHAMBRA CIR 1400  
CORAL GABLES FL 33134

**RECEIPT NO.**  
RENEWAL  
7128960

**EXPIRES**  
**SEPTEMBER 30, 2020**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10



**OWNER**  
KIMLEY HORN AND ASSOCIATES INC  
C/O ASSOC GROUP SERVICES INC

**SEC. TYPE OF BUSINESS**  
212 P.A./CORP/PARTNERSHIP/FIRM

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$99.00 09/24/2019  
CREDITCARD-19-078940

Employee(s) 22

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

## State of Florida Corporate Certificate

**Kimley-Horn and Associates, Inc.**, is a corporation. Kimley-Horn's certificate indicating corporate status and good standing with the Florida Secretary of State is provided below.

# State of Florida Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on April 15, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eleventh day of May, 2020*



*Rainie Rhee*  
Secretary of State

Tracking Number: 7943987469CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# Section 8

- a.* Addenda Acknowledgement
- b.* Form PEC – Sworn Statement on Public Entity Crimes
- c.* Form COI – Conflict of Interest Affidavit
- d.* Form AK – Anti-Kickback Affidavit
- e.* Form NCI – Non-Collusive Affidavit
- f.* Drug-Free Workplace Certification
- g.* E-Verify Certification
- h.* Form 275-030-11
- i.* Form 375-030-30
- j.* Form 375-030-32
- k.* Form 375-030-33
- l.* Form 375-030-34
- m.* Form 375-030-50
- n.* FDOT Lorrain Odom Letter or applicable



**ADDENDUM ACKNOWLEDGEMENT FORM**

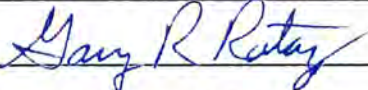
---

**Part I:** Listed below are the dates of issue for each Addendum received in connection with this RFQ:

Addendum No. <u>1</u> ,	Dated <u>9/9/2020</u>
Addendum No. <u>2</u> ,	Dated <u>9/18/2020</u>
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

2 No Addendum issued for this RFQ

Firm's Name: Kimley-Horn and Associates, Inc.

Signature: 

Printed Name/Title: Gary Ratay, P.E. / Vice President





**RFQ 2020-18R**

**Design Services for Safe Routes to School for Bob Graham Education Center**

**Addendum #1**

**Due Date: 11:00 AM, September 24, 2020**

This addendum is incorporated into and made a part of the Request for Qualifications ("RFQ"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Clarifications:**


1. This addendum is issued to provide Form RFQ-PP – Qualifications of Proposer, RFQ-PP-R – Project Proposer Reference Letter, Form RFQ-PM-R, Project Manager Reference Letter, and the E-Verify Compliance Certification form. The forms are attached hereto and provided separately.
2. Due to an error in the numbering of the sections in Section 5.01(B) Response Submission Format, please note there is no Section 6. Proposers are to follow the numbering format as expressed in the RFQ.

**Acknowledgement:**

Stefano Viola, P.E.  
Name of Signatory

Project Manager/Vice President  
Title

9/24/2020  
Date

  
Signature

Kimley-Horn and Associates, Inc.  
Name of Bidder



**RFQ 2020-18R**

**Design Services for Safe Routes to School for Bob Graham Education Center**

**Addendum #2**

**Due Date: 11:00 AM, September 24, 2020**

This addendum is incorporated into and made a part of the Request for Qualifications ("RFQ"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

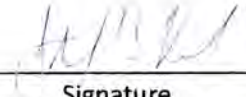
**Clarifications:**

1. Form 375-030-91 (Vendor Eligibility Form) is to be signed by the Town's Procurement Office prior to award and therefore, does not need to be included as part of the Proposer's submission package.
2. Form 375-040-84 (Local Agency Program Federal-Aid Terms for Professional Services Contracts) shall be included in the awarded Contract.

**Questions:**

1. Will the Town consider accepting electronic submissions?  
**Response:** At this time, the Town is not accepting electronic submissions.
2. Does Item D, criteria #5 under Section 5.01 require a specific Town form?  
**Response:** No.
3. Will the Town accept similar projects/references from Miami Lakes?  
**Response:** Yes. Please provide references for projects that have already been completed.


**Acknowledgement:**

<u>Stefano Viola, P.E.</u> Name of Signatory	 Signature
<u>Project Manager/Vice President</u> Title	<u>Kimley-Horn and Associates, Inc.</u> Name of Bidder
<u>9/24/2020</u> Date	

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Miami Lakes  
by Gary Ratay, P.E., Vice President   
[print individual's name and title]  
for Kimley-Horn and Associates, Inc.  
[print name of entity submitting sworn statement]

whose business address is

600 North Pine Island Road, Suite 450, Plantation, FL 33324

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-0885615

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Gary Ratay, P.E. to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Gary Ratay, P.E. executed said Affidavit for the purpose therein expressed. By means of  physical presence or  online notarization.

WITNESS, my hand and official seal this 27th day of July, 2020.

My Commission Expires: 01/05/2024

Lauren A. Keys  
Notary Public State of Florida at Large



**CONFLICT OF INTEREST AFFIDAVIT**

State of Florida }  
County of Orange } ss:  
}

Gary Ratay, P.E. being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Kimley-Horn and Associates, Inc., the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Mullie Kulubostki  
Witness

By: Gary R. Ratay

\_\_\_\_\_  
Witness

Gary Ratay, P.E.  
(Printed Name)

Vice President  
(Title)

BEFORE ME, the undersigned authority, personally appeared Gary Ratay, P.E. to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Gary Ratay, P.E. executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 27th day of July, 2020.

My Commission Expires: 01/05/2024 By means of X physical presence or     online notarization.

Lauren A. Keys  
Notary Public State of Florida at Large

Form COI



**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and Kimley-Horn and Associates, Inc. \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Gary Ratay, P.E. *Gary R Ratay*  
Title: Vice President

BEFORE ME, the undersigned authority, personally appeared Gary Ratay, P.E. to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Gary Ratay, P.E. executed said Affidavit for the purpose therein expressed. By means of  physical presence or  online notarization.

WITNESS, my hand and official seal this 27<sup>th</sup> day of July, 2020.

My Commission Expires: 01/05/2024

*Lauren A. Keys*  
Notary Public State of Florida at Large



**NON-COLLUSIVE AFFIDAVIT**

State of Florida }  
County of Orange } SS:  
}

Gary Ratay, P.E. being first duly sworn, deposes and says that:

- a) He/she is the Agent (Owner, Partner, Officer, Representative or Agent) of Kimley-Horn and Associates, Inc., the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Mellie Kulakoshi  
Witness

[Signature]  
Witness

By: [Signature: Gary R. Ratay]

Gary Ratay, P.E.  
(Printed Name)  
Vice President  
(Title)

BEFORE ME, the undersigned authority, personally appeared Gary Ratay, P.E. to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Gary Ratay, P.E. executed said Affidavit for the purpose therein expressed. By means of X physical presence or    online notarization.

WITNESS, my hand and official seal this 27th day of July, 2020.

My Commission Expires: 01/05/2024

[Signature: Lauren A. Keys]  
Notary Public State of Florida at Large



## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Kimley-Horn and Associates, Inc. \_\_\_\_\_

Company Name:

September 24, 2020 \_\_\_\_\_

Date

  
\_\_\_\_\_  
Authorized Signature:

Gary Ratay, P.E. / Vice President \_\_\_\_\_

Printed Name and Title



**E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the Town upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 9/24/2020

SIGNATURE: 

COMPANY: Kimley-Horn and Associates, Inc.

ADDRESS: 8201 Peters Road, Suite 2200, Plantation, FL 33324

NAME: Stefano Viola, P.E.

TITLE: Vice President/Project Manager

EMAIL: stefano.viola@kimley-horn.com

PHONE NO.: 954.535.5133

## E-Verify Verbiage

Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States. Kimley-Horn and Associates, Inc. provides the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

Kimley-Horn has participated in E-verify on a firmwide basis since January 2009.

Our E-verify number is 412062. The effective date is 05/02/2011.

Sterling is Kimley-Horn's Employer Agent and their company ID is 21804.

The screenshot shows the E-Verify 'Review & Submit' page for a client enrollment. The page includes a navigation menu on the left with options like 'COMPANY INFORMATION', 'EMPLOYER CATEGORY', 'HIRING SITES', 'CONTACTS', and 'REVIEW & SUBMIT'. The main content area displays the following information:

Company Information			
Company Name	Company ID	Going Business As	
Kimley-Horn and Associates, Inc	412062		
DUNS Number	Physical Address	Mailing Address	
05-109-9131	421 Fayetteville St, Ste 600 Raleigh, NC 27601	Mailing address is same as physical address	
Employer Identification Number	County	Total Employees	
56-0885616	Wake	2,500 to 4,999	
NAICS Code	Sector	Federal Contractor Category	
541	Professional, Scientific, And Technical Services (54)	Other	
		Subsector	
		Professional, Scientific, And Technical Services (541)	

### **DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

### **DBE Reporting**

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

### **Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtml>.

**Kimley-Horn will complete FDOT's online Bidder Opportunity Form upon receipt of the appropriate Proposal ID/LAP Agreement ID number from the Town.**

### **DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **[eeofirms@dot.state.fl.us](mailto:eeofirms@dot.state.fl.us)**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

**[Kimley-Horn will provide a copy of our FDOT-approved DBE/AA Plan upon selection for this contract.](#)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**

375-030-30  
PROCUREMENT  
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Kimley-Horn and Associates, Inc.

Name of Consultant

By: Kimley-Horn and Associates, Inc.

9/24/2020

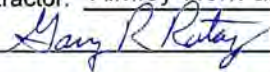
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Kimley-Horn and Associates, Inc.

By: Gary Ratay, P.E.



Date: 9/24/2020

Title: Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Kimley-Horn and Associates, Inc.

By: Gary Ratay, P.E. Date: 7/27/2020 Gary R Ratay Authorized Signature

Title: Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 02/16

Is this form applicable to your firm?  
 YES  NO   
 If *no*, then please complete section 4  
 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award  N/A	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> 600 North Pine Island Road, Suite 450 Plantation, FL 33324  Congressional District, <i>if known:</i> 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____  Congressional District, <i>if known:</i> _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____  CFDA Number, <i>if applicable:</i> _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Gary Ratay, P.E.</u> Title: <u>Vice President</u> Telephone No.: <u>954.535.5112</u> Date (mm/dd/yyyy): <u>9/24/2020</u>	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	



**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFQ No. 2020-18	Design Services for Safe Routes to School for Bob Graham Education Center	

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Gary Ratay, P.E.		9/24/2020
Stefano Viola, P.E.		9/24/2020
Stewart Robertson, P.E.		9/24/2020
Ravi Wijesundera, P.E.		9/24/2020
Barton Fye, P.E.		9/24/2020
Leo Almonte, P.E.		9/24/2020





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

June 17, 2020

Amy McGreger, Vice President  
KIMLEY-HORN AND ASSOCIATES, INC.  
1920 Wekiva Way, Suite 200  
West Palm Beach, Florida 33411

Dear Ms. McGregor:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
  - 3.1 - Minor Highway Design
  - 3.2 - Major Highway Design
  - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
  - 4.1.1 - Miscellaneous Structures
  - 4.1.2 - Minor Bridge Design
  - 4.2.1 - Major Bridge Design - Concrete
  - 4.2.2 - Major Bridge Design - Steel
- Group 5 - Bridge Inspection
  - 5.1 - Conventional Bridge Inspection
  - 5.3 - Complex Bridge Inspection
  - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  - 6.3.1 - Intelligent Transportation Systems Analysis and Design
  - 6.3.2 - Intelligent Transportation Systems Implementation
  - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
  - 6.3.4 - Intelligent Transportation Systems Software Development

- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization
  
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.3 - Construction Materials Inspection
  
- Group 11 - Engineering Contract Administration and Management
  
- Group 13 - Planning
  - 13.3 - Policy Planning
  - 13.4 - Systems Planning
  - 13.5 - Subarea/Corridor Planning
  - 13.6 - Land Planning/Engineering
  
- Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2021 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
194.64%	174.74%	0.604%	Reimbursed	No	3.95%	1.10%*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell  
 Professional Services  
 Qualification Administrator

CBHK/kw

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF Orange )

) SS:

COUNTY OF Florida )

I HEREBY CERTIFY that a meeting of the Board of Directors of Kimley-Horn and Associates, Inc.

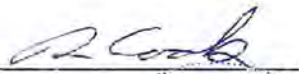
a corporation existing under the laws of the State of Florida, held on December 17th, 2019, the following resolution was duly passed and adopted:

"RESOLVED, that Gary Ratay, P.E., as an officer or employee of the Corporation, be and is hereby authorized to execute the Response dated, July 27th, 2020, to the Town of Miami Lakes and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed (if applicable), will be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 22nd day of July, 2020.

Secretary:



(SEAL)



**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE**



**Certificate of Secretary**

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2019 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented."  
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: 7/22/2020

Richard N. Cook, Secretary

(corporate seal)



**Kimley-Horn and Associates, Inc.**  
**FULL CONTRACT SIGNING AUTHORITY**  
**December 17, 2019**

**ATLANTIC**

**BALTIMORE**

Falk, Katherine W.  
Kraft, Jonathan H.

**HOBOKEN**

Gibson, Adam T.

**NEWPORT NEWS**

Collins, Carroll E.

**NORTHERN VIRGINIA**

Byrd, Michael N.  
Carter, Erica V.  
Elman, Paul D.  
Giffin, Geoffrey D.  
Hall, Lori A.  
Kauppila, John L.  
Lefton, Steven E.  
Martin, Robert J.  
Musson, David B.  
Sauro, Thomas J.  
Stevens, Ross S.  
Whyte, Richard D.

**PHILADELPHIA**

Hughes, Paul W.

**PRINCETON**

Diggan, Tony W.

**RICHMOND**

Brewer, Brian J.  
Harmon, Amanda R.  
Hill, Corey  
Lickliter, Ashley C.  
McPeters, Brian A.  
Musarra, Salvatore J.  
White, Timothy E.

**VIRGINIA BEACH**

Chambers, Jon S.  
Crum, Katie E.  
France, William D.  
Holland, Kimberly R.  
Jucksch, Rebecca R.  
Mackey, William F.  
Marscheider, Edward A.  
Mertig, Karl E.  
Miller Edward W.  
Royal, Jack R.  
Votava Charles F.

**WHITE PLAINS**

Canning, Thomas J.  
Van Hise, Kevin

**CALIFORNIA**

**LOS ANGELES**

Blume, Robert D.  
Fares, Jean B.  
Kerry, Nicole M.  
Kyle, Gregory S

Phaneuf, Alyssa S.

**OAKLAND**

Akwabi, Kwasi  
Dankberg, Adam J.

**ORANGE**

Adrian, Darren J.  
Gillis, Brian R.  
Matson, Jason B.  
Melchor, Jason J.  
Melvin, M. Pearse  
Phillips, Chad E.

**PLEASANTON**

Dean, Felicia C.  
Durrenberger, Randal R.  
Mowery, Michael C.  
Sowers, Brian E.

**SACRAMENTO**

Melvin, Enda  
Pittalwala, Fareed S.  
Weir, Matthew D.

**SAN DIEGO**

Barlow, Matthew T.  
Espelet, Leonardo E.  
Harry, Jennifer L.  
Kaltsas, Joseph D.  
Knapton, Michael J.  
Landaal, Dennis J.  
McCormick, Matthew B.  
McWhorter, Samuel L.  
Podegracz, Anthony J.  
Ross, Michael S.

**SAN JOSE**

Hedayat, Leyla  
Meyerhofer, Peter N.  
Venter Frederik J.

**FLORIDA**

**BOCA-DELRAY**

Spruce, Michael D.  
Webber, Jason A.

**FORT LAUDERDALE**

Alam, Mudassar M.  
Capelli, Jill A.  
Falce, Christopher T.  
McWilliams, John J.  
Ratay, Gary R.  
Robertson, Stewart E.

**FORT MYERS**

Wicks, Amy N.

**JACKSONVILLE**

Brenny, Martin T.  
Mecca, Joseph P.  
Roland, George E.

**LAKELAND**

Bulloch, Kelly B.  
Lewis, Jason A.  
Wilson, Mark E.

**MIAMI**

Baldo, Burt L.  
Buchler, Aaron E.  
Campbell, David C.  
Collier, Julio A.  
Fernandez, Jorge L.

**OCALA**

Bryant, M. Lewis  
Busche, Richard V.

**ORLANDO**

Chau, Hao T.  
Jackson, Jay R.  
Martin, Jonathan A.  
Mingonet, Milton S.  
Thigpen, Jonathan D.  
White, Wayne E.

**SARASOTA**

Klepper, B. Kelley  
Nadeau, Gary J.  
Pankonin, James R.  
Schmid, Seth E.

**ST. PETERSBURG**

Dodge, Dawn M.

**TALLAHASSEE**

Barr, Richard R.  
Sewell, Jon S.  
Wetherell, Ryan S.

**TAMPA**

Gilner, Scott W.  
Lee, Nathan Q.

**VERO BEACH**

Cave, Derrick B.  
Dalton, Edward T.  
Good, Brian A.  
Peed, Brooks H.  
Roberson, Kevin M.  
Stephens, Britt L.  
Thomas, Melibe S.

**WEST PALM BEACH**

Atz, John C.  
Barnes, R. Russell  
Heggen, Christopher W.  
Mufleh, Marwan H.  
Rapp, Bryan T.  
Schanen, Kevin M.  
Schwartz, Michael F.  
Sumislaski, James M.  
Walthall, David W.

**MID-WEST**

**CHICAGO**

**DOWNTOWN**

Dvorak, Jr., William E.  
Marnell, Colleen L.  
Morton, Jr., Arthur J.  
West, Craig L.

**CHICAGO**

**SUBURBAN**

Antony, Dean M.  
Heinen, Andrew N.  
Sjogren, Timothy

**COLUMBUS**

Muller, Justin M.

**INDIANAPOLIS**

Butz, Jr., William A.

**TWIN CITIES**

Bishop, Mark C.  
Coyle, Daniel J.  
Danielson, Paul B.  
Henderson, Benjamin J.  
Horn, Jon B.  
Leverett, Christopher C.  
Matzek, William D.  
Williamson, Sarah T.

**MOUNTAIN**

**DENVER**

Colvin, Scott W.  
Krell, Gabriel M.  
Phelps, Randall J.  
Rowe, Curtis D.  
Salvagio, Robin  
Turner, Meaghan M.  
Valentine, Brian W.  
Wilhelm, William R.

**LAS VEGAS**

Ackeret, Kenneth W.  
Colety, Michael D.  
Moles, Richard A.

**MESA**

Grandy, Michael L.  
Margetts, Sterling T.  
Walnum, Nathan C.

**PHOENIX**

Conrad, John R.  
Hermann, Michael J.  
Kimm, Kevin J.  
Kissinger, John C.  
Leistikio, David J.  
Mutti, Brent H.  
Noon, Lisa K.  
Omairs, Ahmad A.  
Perillo, Adam C.  
Purtle, Vicki L.  
Schiller, Michael G.

Smalkoski, Brian R.  
Williams, Laura J.

**RENO**

O'Brien, Molly M.

**SALT LAKE CITY**

Johnson, Zachary A.

**TUCSON**

Crowther, Brent C.

**SOUTHEAST**

**ALPHARETTA**

Fanney, Lawson H.  
Hamilton, James R.  
James, Alvin B.  
Walker, John D.  
Webb, Floyd C.

**ATLANTA**

Newton, Gary T.  
Rushing, Michael L.

**ATLANTA MIDTOWN**

Bosman, Eric S.  
Fink, Kenneth L.  
Johnston, Sean P.  
Montanye, Emmeline F.  
Ross, Robert A.  
Stricklin, David L.

**CHARLESTON**

Guy, Jonathan R.  
Hume, Robert M.

**CHARLOTTE**

Blakley, Jr., Stephen W.  
Edwards, Matthew A.  
Taylor, Benjamin S.

**COLUMBIA**

Iser, Christopher M.

**DURHAM DOWNTOWN**

Beck, Chadwick W.

**MEMPHIS**

Collins, James F.  
Danley, Drake E.

**NASHVILLE**

Creasman, Brett R.  
Dufour, Zachary J.  
Rhodes, Christopher D.

**RALEIGH**

Adams, Richard C.  
Balltzglier, Lindsey  
Barber, Barry L.  
Cook, Richard N.  
Deans, Neil T.

**Kimley-Horn and Associates, Inc.**  
**FULL CONTRACT SIGNING AUTHORITY**  
**December 17, 2019**

Flanagan, Tammy L.  
Kuzenski, John  
McEntee, David L.  
Meador, Emily H.  
Nuckols, Charles A.  
Otto, James N.  
Rohrbaugh, Richard R.  
Sutter, Karl V.  
Venters, Samantha

**TEXAS**

AUSTIN

Boecker, Brian C.  
Mason, Sean R.  
Van Leeuwen, Andrew

DALLAS

Hall, James R.  
Harris, Mark E.  
Henigsman, Dean A.  
Hoppers, Kevin P.  
Nathan, Aaron W.  
Smith, Eric Z.  
Swindler, Roderick P.

FORT WORTH

Arnold, Scott R.  
Gary, Glenn A.  
James, Jeffery

FRISCO

Brignon, Brit A.  
McCracken, Paul D.

HOUSTON

Frysinger, Chris V.  
Guillory, Michael B.

LAS COLINAS

Ante, Louis N.  
Tribble, Guy B.

SAN ANTONIO

Farnsworth, Jeffrey A.



**Kimley-Horn and Associates, Inc.**  
**STANDARD CONTRACT SIGNING AUTHORITY**  
**December 17, 2019**

These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

**ATLANTIC**

**BALTIMORE**

Leffner, Nicholas

**NEWPORT NEWS**

Weist, Jamie H.

**NORTHERN VIRGINIA**

Albright, Michael R.  
Bollinger, Kyle T.  
Harris, Michael J.  
Kagawa, Ron M.  
McCray, Danielle R.  
Millot, Sean M.  
Samba, David B.  
Smith, Andrew T.  
Teague, M. Zach

**PHILADELPHIA**

Caponigro, Anthony A.

**PRINCETON**

Hebert, Carlin J.  
Motiana, Dhanesh

**RICHMOND**

Boyd, Mark R.  
Ellington, David B.  
Heustess, Aaron M.  
Perkins, Ryan R.

**VIRGINIA BEACH**

Dallman, David B.  
Farthing, Andrew P.  
Funk, Gerald  
Niss, Robyn M.  
Wharton, Michelle L.  
Williams, Kyle D.  
Yee, Leong Wee

**WHITE PLAINS**

Junghans, Michael W.

**CALIFORNIA**

**LOS ANGELES**

Chakravarthy, Srikanth  
Chapman, Ryan S.  
Choi, Michael  
Osborne, Robin W.  
Ranta, Shahrzad

**OAKLAND**

Chang, Elbert

**ORANGE**

Bossu, David M.  
Holst, Tyler J.  
Pollock, John A.

**PLEASANTON**

Johnson, Miles R.  
Mehta, Parag G.  
Whaley, Tyler J.

**RIVERSIDE**

Hoffman, Frank  
Thomas, Kevin G.

**SACRAMENTO**

Carley, Daniel C.  
Paderna, Robert V.  
Tait, Zachary T.

**SAN DIEGO**

Cowan, Eugene D.  
Daneker, Kathryn F.  
Koopman, Jennifer R.  
Ulery, Megan R.  
Valencia, Jason B.

**SAN JOSE**

Hamilton, Robert J.  
Worthington-Forbes,  
Laura

**FLORIDA**

**BOCA-DELRAY**

Haggerty, Jordan L.

**FORT LAUDERDALE**

Dabkowski, Adrian K.  
Viola, Stefano F.

**FORT MYERS**

Clark, Kellie  
Van Buskirk, Peter T.

**JACKSONVILLE**

Deitsch, Brian S.  
Mullis, Raiford M.  
Schilling, William J.

**GAINESVILLE**

Brighton, Ali H.  
Towne, Christopher

**MIAMI**

Fye, Barton J.  
Pasken, Kenneth A.

**MOBILE**

Starling, Charles H.  
Walker, Jordan W.

**OCALA**

Garri, Alan J.  
Gartner, Amber L.

**ORLANDO**

Burkett, Leon F.  
Lenzen, Brent A.  
Stickler, Jennifer J.  
Tate, Jr., S. Clif

**SARASOTA**

Conerly, William E.  
Leep, Jordon E.

**ST. PETERSBURG**

Wood, William W.

**TALLAHASSEE**

Clayton, Brennon

**TAMPA**

Hatton, Christopher C.

**VERO BEACH**

Husainy, Kinan F.  
Van Rens, Peter J.

**WEST PALM BEACH**

Fairchild, Angelina

**MIDWEST**

**CHICAGO DOWNTOWN**

Lemmon, Peter

**CHICAGO SUBURBAN**

Cooper, Jason C.  
Kaufman, Philip R.  
Rahman, M. Anees

**INDIANAPOLIS**

Sheward, Bryan A

**ROCHESTER**

Payne, Lucas C.

**TWIN CITIES**

Elegert, Brandon R.  
Lincoln, Thomas J.  
Pertzsch, Jerry D.  
Robinson, Gregory W.  
Schmitz, William J.  
Sieh, Patricia D.  
Witzig, Jeanne M.

**MOUNTAIN**

**COLORADO SPRINGS**

Gunderson, Eric J.

**DENVER**

Andryscik, Kory J.  
Heiberger, John  
Skeehan, Daniel L.  
Sobieski, Dennis  
Steder, Matthew C.

**LAS VEGAS**

Ahartz, Shannon R.  
Belsick, Jody  
Wakenhut, Jonathan R.

**MESA**

Burm, Jason M.

**PHOENIX**

Burgess, Lisa M.  
Burns, Leslie D.  
Christian, Rajesh S.  
Colombo, Michael A.

Delmarter, Michael L.

Haney, Stephen E.

Jupp, Andrew M.

Woolery, Christopher C.

**RENO**

Nasset, Brent J.

**SALT LAKE CITY**

McDougald, Brandon D.

**TUCSON**

Rhine, Timothy J.

**SOUTHEAST**

**ALPHARETTA**

Fanney, Angela L.  
Markland, Keith R.  
West, Brian B.

**ATLANTA**

Ergle, Kevin B.

**ATLANTA MIDTOWN**

Coleman, Sean H.  
Pastore, Cristina C.  
Strychalski, Raymond P.  
Triplett, Katherine R.

**BIRMINGHAM**

Johnson, Elizabeth H.

**CHARLESTON**

Warfield, M. Casey

**CHARLOTTE**

Lewis, Ryan T.  
Spacek, Anthony J.  
Watts, Austin L.

**COLUMBIA**

Williamson, Nicholas R.

**DURHAM DOWNTOWN**

Lewellyn, Earl R.

**MEMPHIS**

Monroe, Kenneth W.

**NASHVILLE**

Boles, Brendan J.  
Creasman, Brett R.  
McMaster, Ryan L.

**RALEIGH**

Bostic, Christopher O.  
Cochran, Adam P.  
Gresham, Teresa R.  
Hachem, Stephanie L.  
Howell, Cory J.  
Moore, Jeffrey W.  
Reed, Elizabeth A.  
Robinson, Larry D.

**TEXAS**

**AUSTIN**

Hudson, Harrison  
Neal, Trey A.  
Parker, Brian J.  
Smith, Robert J.

**BRYAN/COLLEGE**

**STATION**

Harris, Joseph C.

**DALLAS**

Galloway, Steven D.  
Gaskey, Kevin S.  
Kacir, Kent C.  
Lucas, Matthew A.  
Meza, Sarah M.  
Millner, Daniel C.  
Moss, Bradley J.  
Sulkowski, Nicholas E.

**CELINA**

Malan, Craig M.

**FORT WORTH**

Brewer, Cody R.

**FRISCO**

Coppin, Thomas G.  
Dickey, Kyle A.  
Kennedy, Russell L.  
Safford, Ryan C.

**HOUSTON**

Allsop, Benjamin C.  
Frysiner, Ashley M.  
Kelly, Stephen J.  
Kirkland, Mark R.  
Schmidt, Scott C.

**LAS COLINAS**

Delmotte, Ryan M.  
Henrichs, Tyler B.

**MCKINNEY**

Morales, Hugo  
Riccardi, Joseph C.

**SAN ANTONIO**

Cox, B. Matthew  
Holscher, Nicholas F.

**THE WOODLANDS**

Freeman, Jr., Steven C.

**OKLAHOMA CITY**

Cooksey, Steven R.  
Rader, Aaron K.



# Section 9

a. Agreement Comments



As stipulated in RFQ No. 2020-18 Design Services for Safe Routes to School for Bob Graham Education Center, **Kimley-Horn** has included this section of our proposal in a Word Document in our electronic submittal (flash drive). This section can be found in both our hard copy and our flash drive.

1. Page 9

**Article A7 Documents and Records**

**A7.01 Ownership of Documents**

All tracings, plans, drawings, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies will be considered works made for hire and will, based on incremental transfer wherein the above will become the property of the Town upon payments made to Consultant or termination of this Agreement without restriction or limitation on their use, and will be made available, on request, to Town at any time during the performance of such Services or upon completion or termination of this Agreement. Consultant must not copyright any material and products or patent any invention developed under this Agreement. The Town and its agents and representatives will have the right to visit the site for inspection of the Services and the products of Consultant at any time. The Consultant is permitted to retain copies, including reproducible copies, solely for information and reference in connection with the Town's use and occupancy of the Project. Add: Any modifications by the Town to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Town's sole risk and without liability to the Consultant.

2. Page 10

**Article A8 Indemnification**

To the extent provided by law, Consultant shall indemnify, defend, and hold harmless the Town of Miami Lakes ("Town") and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Consultant, to the extent cause by the Consultant's negligent performance of professional services under this agreement or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. 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 the Consultant to indemnify the Town for the negligent acts or omissions of the Town, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement

3. Page 11

**A9.03-1 Commercial General Liability and Automatic Liability**

The Consultant must maintain commercial general liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. The coverage pursuant to the latest edition of the Standard ISO Form CG0001, must include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements as applicable. The coverage must be written on a primary and non-contributory basis with the Town and the Florida Department of Transportation ("FDOT") listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read (30) days/ (10) days for nonpayment.

4. Page 16

Add #A10.20:

**FLORIDA STATUTE 558.0035: PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

(PER THE STATUTE, THIS NEEDS TO REMAIN IN ALL CAPS AND MUST BE AT LEAST 5 POINTS LARGER THAN THE REST OF THE TEXT HEREIN.)

**Exhibit B**  
**CONSULTANT'S WORK ORDER PROPOSAL**