

**CITY OF NORTH MIAMI**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(RFQ #08-17-18; Continuing Architectural & Engineering Services)**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into on \_\_\_\_\_, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida (“City”), and **Kimley-Horn and Associates, Inc.**, a foreign for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

**RECITALS**

**WHEREAS**, on March 24, 2015, the City of North Miami (“City”) advertised ***Request for Qualifications #08-17-18, Continuing Architectural & Engineering Services*** (“RFQ”), for the purpose of retaining experienced, licensed and insured architectural and engineering firms to provide on a continuing, as-needed when needed basis, the following specific professional services: Architecture/Interior Design, Rodway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering; and

**WHEREAS**, the RFQ was administered in accordance with the State of Florida’s Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statues (2021); and

**WHEREAS**, in response to the RFQ, Consultant submitted its sealed Qualifications for the provision of professional Architectural and Engineering Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

**WHEREAS**, on February 12, 2019, the Mayor and City Council passed and adopted Resolution No. 2019-R-15, approving the selection of Consultant for the provision of Services on a continuing-contractual basis; and

**WHEREAS**, the City is in need of services to address the recommendations made by the City’s Consultant in the sanitary sewer master plan associated with the upgrade of water mains at several locations (“Services”); and

**WHEREAS**, on October 12, 2021, the Mayor and City Council passed and adopted Resolution No. 2021-R-142, authorizing the City Manager to execute this Agreement for the provision of Services, as beneficial to the health, safety and welfare of all City residents.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

## **ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

## **ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's ***Request for Qualifications No. 08-17-18, Continuing Architectural and Engineering Services***, attached hereto by reference;

2.1.2 Consultant's response to the RFQ ("Qualifications"), attached hereto by reference;

2.1.3 Resolution No. R-2019-R-15, passed and adopted by the Mayor and City Council on February 12, 2019, approving the selection of Consultant for the provision of Architectural & Engineering Services, attached hereto as Exhibit "A";

2.1.4 Resolution No. R-2021-R-142, passed and adopted by the Mayor and City Council on October 12, 2021, authorizing the execution of this Agreement, attached hereto by reference;

2.1.5 Consultant's Proposal with detailed scope of services, attached hereto as Exhibit "B";

2.1.6 Any additional documents which are required to be submitted by Consultant under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The RFQ.

2.2.4 The Proposal.

2.3 The Parties agree that Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Consultant submitting its Qualifications or the right to clarify same shall be waived.

## **ARTICLE 3 – TIME FOR PERFORMANCE**

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed Two Hundred Seventy (270) days from the date the Notice to Proceed is issued by the City. Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in

full force and effect until the completion of Services by the Consultant and the acceptance of Services by the City.

3.2 Minor adjustments to the Time for Performance which are approved in writing by the City in advance, shall not constitute non-performance by Consultant. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform Services or any portion thereof, the City may request that the Consultant, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City at any time, with or without cause.

#### **ARTICLE 4 - COMPENSATION**

4.1 Consultant shall be paid the estimated amount of One Hundred Eighty-Four Thousand Three Hundred Fourteen Dollars (\$184,314.00) as full compensation for Services, pursuant to Contract Documents.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

#### **ARTICLE 5 - SCOPE OF SERVICES**

5.1 Consultant agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents and in the Consultant's Proposal with detailed scope of services, attached hereto as Exhibit "B". Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Consultant executed by the Parties after execution of this Agreement. The Consultant shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the

term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

5.4 Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subconsultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of the Contract Documents.

5.5 Consultant warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Consultant at its own cost, whether or not specifically called for.

5.6 Consultant warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Consultant at no additional cost to the City.

## **ARTICLE 6 - CITY'S TERMINATION RIGHTS**

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

## **ARTICLE 7 - INDEPENDENT CONTRACTOR**

7.1 Consultant, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

## **ARTICLE 8 - DEFAULT**

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due. The Consultant understands and agrees that termination

of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

### **ARTICLE 9 - ENGINEER'S ERRORS AND OMISSIONS**

9.1 Consultant shall be responsible for technically deficient designs, reports, or studies due to Consultant's errors and omissions, and shall promptly correct or replace all such deficient design work without cost to City. The Consultant shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

### **ARTICLE 10 - INDEMNIFICATION**

10.1 Consultant agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Consultant, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Consultant's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

### **ARTICLE 11 - INSURANCE**

11.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Consultant under this Agreement. Consultant shall not commence work under this Agreement until after Consultant has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Consultant shall not permit any subconsultant to begin work until after similar minimum insurance to cover subconsultant has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and

be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

#### **ARTICLE 12 - OWNERSHIP OF DOCUMENTS**

12.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes.

12.2 The Consultant shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

12.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

12.4 In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

#### **ARTICLE 13 - NOTICES**

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Consultant: Kimley-Horn and Associates, Inc.  
Attn: CT Corporation System, Registered Agent  
1200 South Pine Island Road  
Plantation, FL 33324

For the City: City of North Miami  
Attn: City Manager  
776 N.E.125<sup>th</sup> Street  
North Miami, Florida 33161

With copy to:                   City of North Miami  
Attn: City Attorney  
776 N.E.125<sup>th</sup> Street  
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

#### **ARTICLE 14 - CONFLICT OF INTEREST**

14.1 Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

14.2 Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

#### **ARTICLE 15 - MISCELLANEOUS PROVISIONS**

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

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

15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

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

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

Kimley-Horn and Associates, Inc., a foreign for-profit corporation:  
**“Consultant”**

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

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

Witness Name: \_\_\_\_\_

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

Witness Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

ATTEST:

City of North Miami, a Florida municipal Corporation:  
**“City”**

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

Vanessa Joseph, Esq.  
City Clerk

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

Theresa Therilus, Esq.  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

Jeff P. H. Cazeau  
City Attorney



August 23, 2021

Chuks Okereke, P.E.  
City Engineer  
City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

**Re:      Proposal for Engineering Services  
            N.E. 6<sup>th</sup> Avenue and N.E. 137<sup>th</sup> Street Water Main Improvement Project  
            Construction Phase Services**

Dear Mr. Okereke:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “KHA”), in connection with the City of North Miami’s “RFQ 08-17-18 Continuing Architectural and Engineering Services” is pleased to submit this proposal to the City of North Miami, (hereinafter referred to as “Client” or “City”) to provide construction phase services associated with a water main improvement project located in the City of North Miami.

The following is our scope of services and fee:

**SCOPE OF SERVICES**

As part of the City of North Miami’s water main improvement program to upgrade existing infrastructure that is aging or undersized, the Consultant provided professional engineering services to design and provide construction documents associated with upgrading existing 6” water mains with 12” water mains at the following North Miami location:

1. N.E. 6th Avenue and N.E. 137<sup>th</sup> Street project area:
  - N.E. 6th Avenue from N.E. 131st Street to N.E. 137th Street.
  - N.E. 137th Street from N.E. 6th Avenue to N.E. 7th Avenue.

With the design package complete and the project advertised for bidding, this Work Authorization is for the Consultant to provide Construction Phase Services (CPS) to assist the City during project construction. The Consultant shall provide the following CPS tasks:

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

The proposal is based on a contract duration of 270 days and a construction duration of 240 days.

## **TASK 1 - PORGRESS MEETINGS**

The Consultant shall attend progress meetings every two weeks (as scheduled by the Consultant) with the Contractor(s) and City to assess the project schedule and Contractor progress for the duration of the construction process.

## **TASK 2 - RESIDENT PROJECT REPRESENTATIVE (RPR)**

A Resident Project Representative (“RPR”) shall be furnished by the Consultant and shall act as directed by the Consultant in order to assist the Consultant in observing performance of the work of the Contractor(s).

The RPR shall perform construction related tasks and visit the site two (2) times a week for up to 3 hours per visit during the construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the City with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consultant shall keep the City informed of the progress of the work, shall endeavor to protect the City against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The Consultant shall perform the observations in accordance with the standard of care of the profession at the time of service.

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

## **TASK 3 - SHOP DRAWING REVIEW**

The Consultant shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. The Consultant shall perform these reviews in accordance with the standard of care of the profession at the time of service.

The Consultant shall consult with and advise the City as to the acceptability of substitute materials and equipment that are proposed by the prime contractor(s) hereinafter called “Contractor(s)”.

## **TASK 4 - CONTRACT CLARIFICATION**

The Consultant shall issue the City's instructions to Contractor(s), as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders.

## **TASK 5 - PAY APPLICATION REVIEW**

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

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

## **TASK 6 - PROJECT CERTIFICATION AND CLOSE-OUT**

The Consultant shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his obligations, the Consultant will recommend final payment and provide a project certification (subject to any conditions therein expressed).

As part of activating any new water distribution system improvements, coordination with the Florida Department of Health (FDOH) will be required to confirm the new system has been pressure tested and disinfected properly. The Consultant will assist the City in developing permit coordination packages to submit for FDOH clearance. Permit packages will require City signatures, and all permit fees will be paid by the City. The Consultant will review Asbuilt drawings prepared, provided, and certified by the Contractor for incorporation into the FDOH clearance packages.

The Consultant will assist the Contractor in coordinating permit closures with the Florida Department of Transportation (FDOT) and Miami-Dade Public Works (MDPW). This scope does not include the

development or submittal of permit packages that may be required by MDPW for the replacement or installation of traffic signal loops.

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

## **TASK 7 - ADDITIONAL SERVICES (OPTIONAL)**

The consultant will provide, as requested and authorized by the City, additional services that may be required above and beyond those described in Tasks 1 through 6. These services may include but are not limited to such items as the following:

- Additional water service design or permitting services
- Traffic signal or traffic loop design packages for permitting/construction
- Assistance with acquisitions of easements and/or right-of-way
- Environmental and Building Department project permitting/permitting close out.
- Field survey work.
- Construction Phase Service beyond the anticipated construction duration as shown.

Compensation for additional services will be based upon hourly billing rates at the time of authorization.

## **DELIVERABLES**

The Consultant will provide the following construction phase services deliverables:

1. Progress meeting minutes
2. Field reports
3. Shop drawing recommendations
4. Pay application recommendations
5. FDOH Clearance Packages

## **SCHEDULE**

The Consultant will provide services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

## **FEE AND BILLING**

The Consultant will complete this scope of services for the lump sum amount of **\$ 67,754.14**. The following is a breakdown of the lump sum fee for reference. Office expenses have been included within the lump sum amount and include in-house duplicating, facsimile, telephone, postage, in-house

blueprinting, word processing, and cellular telephone use. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>LABOR FEE</b>
1	Progress Meetings	\$ 13,117.28
2	Resident Project Representative (RPR)	\$ 27,700.56
3	Shop Drawing Review	\$ 4,327.48
4	Contract Clarification	\$ 4,790.26
5	Pay Application Review	\$ 5,702.34
6	Project Certification and Close-out	\$ 12,116.22
<b>TOTAL LUMP SUM FEE</b>		<b>\$ 67,754.14</b>

If authorized by the City, additional services will be billed hourly as needed.

## CLOSURE

The terms and conditions of the City of North Miami's "RFQ 08-17-18 Continuing Architectural and Engineering Services" shall govern this scope of services.

I appreciate this opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (954) 535-5112.

Very truly yours,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Gary R Ratay, P.E.  
Project Manager

**CITY OF NORTH MIAMI**  
**N.E. 6TH AVENUE AND N.E. 137TH STREET WATER MAIN IMPROVEMENTS**  
**CONSTRUCTION PHASE SERVICES (CPS)**  
**STAFFING PLAN**

PROJECT: N.E. 6th Ave and N.E. 137th Str Water Main Improvements

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SHEET:

CLIENT: City of North Miami

FILE NO.

ESTIMATOR: Gary R Ratay

DATE: 8/23/2021

DESCRIPTION:									
	Project Manager	Professional Engineer	Engineer	Public Involvement Officer	Construction Observation	Administrative Staff	Expenses	Line Total	Fee by Task
Contract duration of 9 months, construction duration 8 months									
<b>Task 1: Progress Meetings</b>									
Progress meetings, every two weeks - 18 meetings	36						\$500	\$7,700.00	
Develop meeting minutes and distribute	18					18		\$5,417.28	<b>\$13,117.28</b>
<b>Task 2: Resident Project Representative (RPR)</b>									
RPR, 34 weeks, 2 visit per week, 68 site visits, 3 hours per visit	18				204	9	\$3,000	\$27,700.56	<b>\$27,700.56</b>
<b>Task 3: Shop Drawing Review</b>									
Shop drawing review	12		12			4		\$4,327.48	<b>\$4,327.48</b>
<b>Task 4: Contract Clarification</b>									
Review and respond to requests for information	10		18			5		\$4,790.26	<b>\$4,790.26</b>
<b>Task 5: Pay Application Review</b>									
Review pay application packages and provide recommendations	9				9	9		\$3,599.46	
Provide recommendation of payment packages	9					3		\$2,102.88	<b>\$5,702.34</b>
<b>Task 6: Project Certification and Close-out</b>									
Site walk to develop punch list	4		4		4			\$1,703.80	
Review Asbuilt drawings	2		4		4			\$1,303.80	
Prepare and submit certification packages for regulatory agency	4		18			2		\$3,287.38	
Site walk to confirm punch list completion	4		4		4		\$500	\$2,203.80	
Provide project certifications	4		4			2		\$1,509.80	
Project close out	4		4		4	4		\$2,107.64	<b>\$12,116.22</b>
	134	0	68	0	229	56	\$4,000		
<b>LABOR RATE (\$/HOUR)</b>	200.00	153.80	126.97	100.96	98.98	100.96	1.00		
<b>SUBTOTAL</b>	\$26,800.00	\$0.00	\$8,633.96	\$0.00	\$22,666.42	\$5,653.76	\$4,000.00		
<b>PAGE TOTAL</b>									<b>\$67,754.14</b>



August 23, 2021

Chuks Okereke, P.E.  
City Engineer  
City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

**Re:      Proposal for Engineering Services  
Biscayne Canal Road and N.E. 118<sup>th</sup> Street Water Main Improvement Project  
Construction Phase Services**

Dear Mr. Okereke:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “KHA”), in connection with the City of North Miami’s “RFQ 08-17-18 Continuing Architectural and Engineering Services” is pleased to submit this proposal to the City of North Miami, (hereinafter referred to as “Client” or “City”) to provide construction phase services associated with a water main improvement project located in the City of North Miami.

The following is our scope of services and fee:

**SCOPE OF SERVICES**

As part of the City of North Miami’s water main improvement program to upgrade existing infrastructure that is aging or undersized, the Consultant provided professional engineering services to design and provide construction documents associated with upgrading existing 6” water mains with 8” water mains at the following North Miami location:

1. Biscayne Canal Road and N.E. 118th Street project area:
  - N.E. 118th Street from Biscayne Canal Road to W Dixie Highway and then N.E. on W Dixie Highway to connect to the existing 8” pipe on N.E. 118th Terrace.
  - West Biscayne Canal Road, 230’ south of N.E. 116th Street to N.E. 118th Terrace.

With the design package complete and the project advertised for bidding, this Work Authorization is for the Consultant to provide Construction Phase Services (CPS) to assist the City during project construction. The Consultant shall provide the following CPS tasks:

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

The proposal is based on a contract duration of 240 days and a construction duration of 210 days.

## **TASK 1 - PROGRESS MEETINGS**

The Consultant shall attend progress meetings every two weeks (as scheduled by the Consultant) with the Contractor(s) and City to assess the project schedule and Contractor progress for the duration of the construction process.

## **TASK 2 - RESIDENT PROJECT REPRESENTATIVE (RPR)**

A Resident Project Representative (“RPR”) shall be furnished by the Consultant and shall act as directed by the Consultant in order to assist the Consultant in observing performance of the work of the Contractor(s).

The RPR shall perform construction related tasks and visit the site two (2) times a week for up to 3 hours per visit during the construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the City with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consultant shall keep the City informed of the progress of the work, shall endeavor to protect the City against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The Consultant shall perform the observations in accordance with the standard of care of the profession at the time of service.

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

## **TASK 3 - SHOP DRAWING REVIEW**

The Consultant shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. The Consultant shall perform these reviews in accordance with the standard of care of the profession at the time of service.

The Consultant shall consult with and advise the City as to the acceptability of substitute materials and equipment that are proposed by the prime contractor(s) hereinafter called “Contractor(s)”.

## **TASK 4 - CONTRACT CLARIFICATION**

The Consultant shall issue the City’s instructions to Contractor(s), as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders.

## **TASK 5 - PAY APPLICATION REVIEW**

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

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

## **TASK 6 - PROJECT CERTIFICATION AND CLOSE-OUT**

The Consultant shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his obligations, the Consultant will recommend final payment and provide a project certification (subject to any conditions therein expressed).

As part of activating any new water distribution system improvements, coordination with the Florida Department of Health (FDOH) will be required to confirm the new system has been pressure tested and disinfected properly. The Consultant will assist the City in developing permit coordination packages to submit for FDOH clearance. Permit packages will require City signatures, and all permit fees will be paid by the City. The Consultant will review Asbuilt drawings prepared, provided, and certified by the Contractor for incorporation into the FDOH clearance packages.

The Consultant will assist the Contractor in coordinating permit closures with the Florida Department of Transportation (FDOT) and Miami-Dade Public Works (MDPW). This scope does not include the development or submittal of permit packages that may be required by MDPW for the replacement or installation of traffic signal loops.

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

## **TASK 7 - ADDITIONAL SERVICES (OPTIONAL)**

The consultant will provide, as requested and authorized by the City, additional services that may be required above and beyond those described in Tasks 1 through 6. These services may include but are not limited to such items as the following:

- Additional water service design or permitting services
- Traffic signal or traffic loop design packages for permitting/construction
- Assistance with acquisitions of easements and/or right-of-way
- Environmental and Building Department project permitting/permitting close out.
- Field survey work.
- Construction Phase Service beyond the anticipated construction duration as shown.

Compensation for additional services will be based upon hourly billing rates at the time of authorization.

## **DELIVERABLES**

The Consultant will provide the following construction phase services deliverables:

1. Progress meeting minutes
2. Field reports
3. Shop drawing recommendations
4. Pay application recommendations
5. FDOH Clearance Packages

## **SCHEDULE**

The Consultant will provide services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

## **FEE AND BILLING**

The Consultant will complete this scope of services for the lump sum amount of **\$ 62,375.80**. The following is a breakdown of the lump sum fee for reference. Office expenses have been included

within the lump sum amount and include in-house duplicating, facsimile, telephone, postage, in-house blueprinting, word processing, and cellular telephone use. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>LABOR FEE</b>
1	Progress Meetings	\$ 11,715.36
2	Resident Project Representative (RPR)	\$ 24,324.08
3	Shop Drawing Review	\$ 4,327.48
4	Contract Clarification	\$ 5,044.20
5	Pay Application Review	\$ 5,102.40
6	Project Certification and Close-out	\$ 11,862.28
<b>TOTAL LUMP SUM FEE</b>		<b>\$ 62,375.80</b>

If authorized by the City, additional services will be billed hourly as needed.

## CLOSURE

The terms and conditions of the City of North Miami's "RFQ 08-17-18 Continuing Architectural and Engineering Services" shall govern this scope of services.

I appreciate this opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (954) 535-5112.

Very truly yours,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Gary R Ratay, P.E.  
Project Manager

**CITY OF NORTH MIAMI**  
**BISCAYNE CANAL ROAD AND N.E. 118TH STREET WATER MAIN IMPROVEMENTS**  
**CONSTRUCTION PHASE SERVICES (CPS)**  
**STAFFING PLAN**

PROJECT: Biscayne Canal Road and N.E. 118th Str Water Main Improvements

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SHEET

CLIENT: City of North Miami

FILE NO.

ESTIMATOR: Gary R Ratay

DATE: 8/23/2021



August 23, 2021

Chuks Okereke, P.E.  
City Engineer  
City of North Miami  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

**Re:     Proposal for Engineering Services  
          N.W. 141<sup>st</sup> Street Water Main Improvement Project  
          Construction Phase Services**

Dear Mr. Okereke:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “KHA”), in connection with the City of North Miami’s “RFQ 08-17-18 Continuing Architectural and Engineering Services” is pleased to submit this proposal to the City of North Miami, (hereinafter referred to as “Client” or “City”) to provide construction phase services associated with a water main improvement project located in the City of North Miami.

The following is our scope of services and fee:

**SCOPE OF SERVICES**

As part of the City of North Miami’s water main improvement program to upgrade existing infrastructure that is aging or undersized, the Consultant provided professional engineering services to design and provide construction documents associated with upgrading existing 6” water mains with 8” water mains at the following North Miami location:

1. N.W. 141<sup>st</sup> Street project area:
  - Just west of N.W. 7th Avenue from N.W. 137th Street to N.W. 141st Street. (Note this is just west of N.W. 7th Avenue (US 441))
  - N.W. 141st Street from N.W. 7th Avenue to N.W. 8th Avenue.

With the design package complete and the project advertised for bidding, this Work Authorization is for the Consultant to provide Construction Phase Services (CPS) to assist the City during project construction. The Consultant shall provide the following CPS tasks:

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

The proposal is based on a contract duration of 210 days and a construction duration of 180 days.

## **TASK 1 - PROGRESS MEETINGS**

The Consultant shall attend progress meetings every two weeks (as scheduled by the Consultant) with the Contractor(s) and City to assess the project schedule and Contractor progress for the duration of the construction process.

## **TASK 2 - RESIDENT PROJECT REPRESENTATIVE (RPR)**

A Resident Project Representative (“RPR”) shall be furnished by the Consultant and shall act as directed by the Consultant in order to assist the Consultant in observing performance of the work of the Contractor(s).

The RPR shall perform construction related tasks and visit the site two (2) times a week for up to 3 hours per visit during the construction duration to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the City with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consultant shall keep the City informed of the progress of the work, shall endeavor to protect the City against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The Consultant shall perform the observations in accordance with the standard of care of the profession at the time of service.

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

## **TASK 3 - SHOP DRAWING REVIEW**

The Consultant shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. The Consultant shall perform these reviews in accordance with the standard of care of the profession at the time of service.

The Consultant shall consult with and advise the City as to the acceptability of substitute materials and equipment that are proposed by the prime contractor(s) hereinafter called "Contractor(s)".

## **TASK 4 - CONTRACT CLARIFICATION**

The Consultant shall issue the City's instructions to Contractor(s), as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders.

## **TASK 5 - PAY APPLICATION REVIEW**

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

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The Consultant shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his obligations, the Consultant will recommend final payment and provide a project certification (subject to any conditions therein expressed).

As part of activating any new water distribution system improvements, coordination with the Florida Department of Health (FDOH) will be required to confirm the new system has been pressure tested and disinfected properly. The Consultant will assist the City in developing permit coordination packages to submit for FDOH clearance. Permit packages will require City signatures, and all permit fees will be paid by the City. The Consultant will review Asbuilt drawings prepared, provided, and certified by the Contractor for incorporation into the FDOH clearance packages.

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## **TASK 7 - ADDITIONAL SERVICES (OPTIONAL)**

The consultant will provide, as requested and authorized by the City, additional services that may be required above and beyond those described in Tasks 1 through 6. These services may include but are not limited to such items as the following:

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- Assistance with acquisitions of easements and/or right-of-way
- Environmental and Building Department project permitting/permitting close out.
- Field survey work.
- Construction Phase Service beyond the anticipated construction duration as shown.

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## **DELIVERABLES**

The Consultant will provide the following construction phase services deliverables:

1. Progress meeting minutes
2. Field reports
3. Shop drawing recommendations
4. Pay application recommendations
5. FDOH Clearance Packages

## **SCHEDULE**

The Consultant will provide services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

## **FEE AND BILLING**

The Consultant will complete this scope of services for the lump sum amount of **\$ 54,183.98**. The following is a breakdown of the lump sum fee for reference. Office expenses have been included within the lump sum amount and include in-house duplicating, facsimile, telephone, postage, in-house

blueprinting, word processing, and cellular telephone use. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>LABOR FEE</b>
1	Progress Meetings	\$ 10,313.44
2	Resident Project Representative (RPR)	\$ 20,947.60
3	Shop Drawing Review	\$ 4,327.48
4	Contract Clarification	\$ 4,689.30
5	Pay Application Review	\$ 4,502.46
6	Project Certification and Close-out	\$ 9,403.70
<b>TOTAL LUMP SUM FEE</b>		<b>\$ 54,183.98</b>

If authorized by the City, additional services will be billed hourly as needed.

## CLOSURE

The terms and conditions of the City of North Miami's "RFQ 08-17-18 Continuing Architectural and Engineering Services" shall govern this scope of services.

I appreciate this opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (954) 535-5112.

Very truly yours,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Gary R Ratay, P.E.  
Project Manager

**CITY OF NORTH MIAMI  
N.W. 141ST STREET WATER MAIN IMPROVEMENTS  
CONSTRUCTION PHASE SERVICES (CPS)  
STAFFING PLAN**

PROJECT: N.W. 141st Str Water Main Improvements SHEET:  
CLIENT: City of North Miami FILE NO:  
ESTIMATOR: Gary R Ratay DATE: 8/23/2021