

CONSULTANT WORK ORDER PROPOSAL

Date: October 8, 2020

Dear Mr. Acosta:

Kimley-Horn and Associates, Inc. (Consultant or KHA) proposes to provide the services identified below for the project entitled **“Work Order No. 10, NW 83rd Place Drainage Improvements”**, pursuant to its Professional Service Agreement with the Town of Miami Lakes (the Town) for **2017-32, Continuing Civil Engineering Services for Miscellaneous Projects**, dated **November 16, 2017**.

I. General

The Town is experiencing flooding along NW 83rd Place between NW 158th Terrace and NW 162nd Street. As such, the Town would like for the Consultant to prepare a design and deliver construction plans to improve stormwater management and provide stormwater quality along NW 83rd Place. The professional services associated with this project includes design, permitting, bid document development, bidding assistance, and limited construction phase services.

II. Scope of Work

Task 1- Project Initiation, Survey, Geotechnical, and Schematic Design

As part of this task, the Consultant shall obtain, review, and analyze survey and soil testing for the Project Area. Upon receipt of the survey and geotechnical information, the Consultant shall visit the site to collect data and note existing conditions. The survey and information collected during the site visit will be utilized to develop a schematic design plan. The schematic design plan will be presented to the Town on one (1) plan sheet identifying proposed drainage improvements and existing conditions. The schematic drainage design plan will be the basis for discussion with Town staff.

As part of this task, two (2) copies of the survey will be forwarded to each utility company known to operate in the vicinity of the Project Area. Each utility company will be requested to return one redlined survey, identifying the horizontal and vertical location of their facilities. This information will be incorporated into the schematic design plan upon receipt from the utility companies.

As part of this Task, the Consultant shall attend one (1) meeting with Town staff.

Deliverables:

- 1.1 Site survey
- 1.2 Geotechnical Report
- 1.3 Schematic Design

Task 2- Design Development Plans

Utilizing the survey, soil testing results and schematic design plan developed in Task 1 above, the Consultant shall prepare preliminary 60% design plans for the construction of paving and drainage improvements within the Project Area. These Design Development Plans shall show the geometric layout on top of the base survey data. The basis for design will be the Miami-Dade County Public Works Manual and Florida Department of Transportation (the “FDOT”) Standard Indexes where applicable. The following plan sheets will be included in the Design Development Plans:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Plan and Profile Sheets (in a 22" x 34" format) – Containing the geometric, horizontal and vertical alignment for the milling and resurfacing of the roadways within the project area. These sheets shall also contain the horizontal, vertical, and geometric alignments for modifications/additions to the existing drainage system.
3. Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
4. Miscellaneous Drainage Details – These sheets would provide drainage details that are not included in the FDOT Standard Indexes or Miami-Dade County Details.
5. Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.

Deliverables: 60% Design Plans

Task `3- Drainage Design and Permitting

3.1 Coordination Meetings

The Consultant shall attend one (1) coordination meeting each with representatives of the South Florida Water Management District (SFWMD), Miami Dade County Department of Environmental Resources Management ("DERM") and the Miami-Dade County Department of Public Works ("Miami-Dade Public Works") during the course of the design and permitting process. The intent of the meetings will be to review the proposed design and permitting requirements.

3.2 Hydraulic Analysis

The hydraulic analysis shall be completed for the Project Area based upon the geotechnical and survey information obtained in Task 1. During the analysis, the volume of stormwater runoff shall be calculated from the design storm and the capacity of the existing stormwater collection system shall be evaluated. The results of the above noted calculations along with the incorporation of budget constraints will be the basis for design of the proposed stormwater system. The analysis shall consider the option of incorporating an outfall to the proposed improvements.

3.3 Permitting

The Consultant shall prepare and submit permit applications to SFWMD, DERM and Miami-Dade Public Works. The package will consist of the permit application form, pre-development and post-development runoff calculations, and the Design Development Plans. Responses to comments (one set of review comments by DERM and Miami-Dade Public Works) will be prepared within the Final Construction Plans. The Town will pay all permit fees directly.

Deliverables:

- 3.1 Drainage Report
- 3.2 Approved permits

Task 4- Final Construction Plans

Upon receipt of comments from DERM and Miami-Dade Public Works, the Design Development Plans will be upgraded to Construction Plans incorporating the permitting agency comments.

Deliverables: Final Construction Plans and Specifications

Task 5- Bidding Assistance

It is our understanding that the Town will use a competitive bidding process to hire a contractor to construct the improvements described in the final construction plans and contract documents. Upon request, The Consultant shall consult with and advise the Town and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the Consultant shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

Task 6- Limited Construction Phase Services

This task is to provide Limited Construction Phase Services by the Consultant during construction of the Project. This scope of services is based on the project being constructed in 120 calendar days. There are six separate limited construction phase services sub tasks regarding the Project. The tasks are as follows:

- 1. Meetings**
- 2. Resident Project Representation**
- 3. Shop Drawing Review**
- 4. Contract Clarification**
- 5. Review of Pay Application**
- 6. Project Close Out**

Meetings: The Consultant shall attend one (1) pre-construction meeting and bi-weekly progress meetings with the Construction Manager and their Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process. This task includes eight (8) progress meetings. Meeting minutes will be provided by the Consultant.

Resident Project Representation: 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 visit the site an average of once a week for a total of eight (8) site visits during construction 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 will be onsite for up to 2 hours for each site visit. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR's efforts will be directed toward providing the Town with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, The Consultant shall keep the Town informed of the progress of the work, shall endeavor to protect the Town against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The Consultant shall perform the observations in accordance with the standard of care of the profession at the time of service.

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 Town as to the acceptability of substitute materials and equipment that are proposed by the Construction Manager's prime contractor(s) hereinafter called "Contractor(s)".

Contract Clarifications: The Consultant shall issue the Town's instructions to the Contractor, as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

Review of Pay Application: Based on the Consultant's on-site observations and upon review of applications for payment and the accompanying data and schedules, the Consultant shall work with the Town to determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the Town based on such observations and review that the work has progressed to the point indicated and that, to the best of 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, the Consultant shall not thereby be deemed to have represented that observations made by The 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 The Consultant in this Agreement. Neither The Consultant's review of Contractor's work for the purposes of recommending payments nor The Consultant's recommendation of any payment including final payment will impose on The 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.

Project Close Out: The Consultant shall review the Project with the Town 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 or her obligations thereunder, the Consultant will recommend, in writing, final payment and give written notice to the Town and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

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

III. Subconsultants

The below listed Subconsultants will assist in the performance of the Work.

Subconsultant Name	Specialty or Expertise
Longitude Surveyors	Surveying
Tierra South Florida	Geotechnical Engineering

IV. Schedule of Work – Time of Performance

Consultant shall submit the deliverables and perform the Work as depicted in the tables below for each phase.

SCHEDULE OF DELIVERABLES**			
Task	Major Task, Sub-Task, Activity, or Deliverable	Duration (specify weeks or calendar days)	Delivery Date* (cumulative weeks, or calendar days)
1	Project Initiation, Survey, Geotechnical, and Schematic Design	45 Days	01/01/21
2	Design Development Plans	30 Days	02/01/21
3	Drainage Design and Permitting	90 Days	05/01/21
4	Final Construction Plans	30 Days	06/01/21
5	Bidding Assistance	45 Days	08/15/21
6	Limited Construction Phase Services	120 Days	12/15/21

* An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the Town upon receipt of the NTP.

**This schedule assumes an NTP date of 11/15/20

Deliverables: At the completion of each task, Kimley-Horn will provide to the Town all files associated with each deliverable. These files include drawing files, H/H model and output files, ArcGIS files, and any other supporting documentation associated with each deliverable.

V. Compensation

Consultant shall perform the Work detailed in this Proposal for a Total fee of Forty-Nine Thousand Four Hundred and Thirty Dollars and Twenty Cents (\$49,430.20). The Town shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. Said fee includes an allowance for Reimbursable Expenses required in connection with the Work, which shall not exceed \$0.00. Said Reimbursable Expenses shall be used in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061.

The following is a cost breakdown:

SUMMARY OF COMPENSATION*			
Task, Sub-task, or Activity ID #	Major Task Name and/or Activity Description	Fee Amount	Fee Basis
1	Project Initiation, Survey, Geotechnical, and Schematic Design	\$15,994.10	Lump Sum
2	Design Development Plans	\$6,919.30	Lump Sum
3	Drainage Design and Permitting	\$8,772.30	Lump Sum
4	Final Construction Plans	\$5,321.30	Lump Sum
5	Bidding Assistance	\$2,264.50	Lump Sum
6	Limited Construction Phase Services	\$10,158.70	Hourly, Not to Exceed
	<i>Subtotal – Professional Fees</i>	<i>\$49,430.20</i>	Lump Sum
	<i>Allowance for Reimbursable Expenses</i>	<i>\$0.00</i>	

	<i>TOTAL</i>	\$49,430.20	Lump Sum
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**Note: Compensation should match the Task, Activities, and/or Deliverables identified.*

VI. Additional Services


The Town may establish an allowance for additional services requested by the Town and for unforeseen circumstances, which shall be utilized at the sole discretion of the Town.

VII. DATA PROVIDED BY THE TOWN

Any available information depicting the flooding occurring in the area. The Town will provide plans of previous drainage improvements on NW 83rd Place.

VIII. PROJECT MANAGER

Consultant's Project Manager for this Work Order assignment will be Stefano Viola, P.E.

Submitted by: 
 Gary R. Ratay, P.E.
 Kimley-Horn and Associates, Inc.

Reviewed and approval by:

 Department Director

 Procurement Manager

 Edward Pidermann
 Town Manager