|  |  |
| --- | --- |
|  | **CITY OF MIAMI**  **OFFICE OF CAPITAL IMPROVEMENTS**  **PROFESSIONAL SERVICES AGREEMENT** |
| **Service Category** | Transportation Planning and Traffic Engineering Services for Biscayne Boulevard  (RFQ No. 16-17-056) |
| **Contract Type** | Project Specific |
| **Consultant** | **TBD** |

TABLE OF CONTENTS

**ARTICLE 1** **DEFINITIONS** 5

**ARTICLE 2** **GENERAL CONDITIONS** 8

**2.01** **TERM** 8

**2.02** **SCOPE OF SERVICES** 8

**2.03** **COMPENSATION** 8

**ARTICLE 3** **PERFORMANCE** 8

**3.01** **PERFORMANCE AND DELEGATION** 8

**3.02** **REMOVAL OF UNSATISFACTORY PERSONNEL** 8

**3.03** **CONSULTANT KEY STAFF** 8

**3.04** **TIME FOR PERFORMANCE** 9

**ARTICLE 4** **SUB CONSULTANTS** 9

**4.01** **GENERAL** 9

**4.02** **SUB CONSULTANT RELATIONSHIPS** 9

**4.03** **CHANGES TO SUB CONSULTANTS** 9

**ARTICLE 5** **DEFAULT** 9

**5.01** **GENERAL** 9

**5.02** **CONDITIONS OF DEFAULT** 10

**5.03** **TIME TO CURE DEFAULT; FORCE MAJEURE** 10

**ARTICLE 6** **TERMINATION OF AGREEMENT** 10

**6.01** **CITY’S RIGHT TO TERMINATE** 10

**6.02** **CONSULTANT’S RIGHT TO TERMINATE** 10

**6.03** **TERMINATION DUE TO UNDISCLOSED LOBBYIST OR AGENT** 10

**ARTICLE 7** **DOCUMENTS AND RECORDS** 11

**7.01** **OWNERSHIP OF DOCUMENTS** 11

**7.02** **DELIVERY UPON REQUEST OR CANCELLATION** 11

**7.03** **RE-USE BY CITY** 11

**7.04** **NONDISCLOSURE** 11

**7.05** **MAINTENANCE OF RECORDS; PUBLIC RECORDS** 11

**7.06** **E- VERIFY** 12

**ARTICLE 8** **INDEMNIFICATION** 12

**ARTICLE 9** **INSURANCE** 13

**9.01** **COMPANIES PROVIDING COVERAGE** 13

**9.02** **VERIFICATION OF INSURANCE COVERAGE** 13

**9.03** **FORMS OF COVERAGE** 13

**9.04** **MODIFICATIONS TO COVERAGE** 14

**ARTICLE 10** **MISCELLANEOUS** 14

**10.01** **AUDIT RIGHTS** 14

**10.02** **ENTIRE AGREEMENT** 14

**10.03** **SUCCESSORS AND ASSIGNS** 14

**10.04** **TRUTH-IN-NEGOTIATION CERTIFICATE** 14

**10.05** **APPLICABLE LAW AND VENUE OF LITIGATION** 15

**10.06** **NOTICES** 15

**10.07** **INTERPRETATION** 16

**10.08** **JOINT PREPARATION** 16

**10.09** **PRIORITY OF PROVISIONS** 16

**10.10** **MEDIATION - WAIVER OF JURY TRIAL** 16

**10.11** **TIME** 16

**10.12** **COMPLIANCE WITH LAWS** 16

**10.13** **NO PARTNERSHIP** 17

**10.14** **DISCRETION OF DIRECTOR** 17

**10.15** **RESOLUTION OF CONTRACT DISPUTES:** 17

**10.16** **INDEPENDENT CONTRACTOR:** 17

**10.17** **CONTINGENCY CLAUSE:** 18

**10.18** **THIRD PARTY BENEFICIARY** 18

**10.19** **PERFORMANCE EVALUATIONS** 18

**10.20** **DISADVANTAGE BUSINESS ENTERPRISE (DBE) REPORTING** 18

**10.21** **BID OPPORTUNITY LIST REPORTING** 18

**10.22** **DRUG FREE WORKPLACE CERTIFICATION** 18

**ATTACHMENT A - SCOPE OF SERVICES** 23

**ARTICLE A1** **GENERAL** 23

**A1.01** **SCOPE OF SERVICES** 23

**ARTICLE A2 BASIC SERVICES** 24

**A2.01 TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING SERVICES** 24

**A2.02 PROJECT BACKGORUND** 24

**A2.03 CORRIDOR OVERVIEW** 25

**A2.04 TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING SERVICES DUTIES** 26

**A2.05 DATA COLLECTION** 26

**A2.06 PROJECT NEED STATEMENT / GUIDING PRINCIPLES** 30

**A2.07 PUBLIC INVOLVEMENT AND STAKEHOLDER OUTREACH/COORDINATION** 30

**A2.08 TRAVEL CHARACTERISTICS** 31

**A2.09 PROJECT TRAFFIC** 32

**A2.10 TRANSPORTATION ANALYSIS** 33

**A2.11 ENVIRONMENTAL IMPACT ASSESSMENT** 36

**A2.12 CONCEPTUAL DESIGN** 36

**A2.13 CASE SPECIFIC SPECIAL CONSIDERATIONS** 36

**A2.14 COST ESTIMATES** 36

**A2.15 IMPLEMENTATION / PHASING / FUNDING PLAN** 36

**A2.16 DOCUMENTATION** 37

**A2.17 MEETINGS** 38

**A2.18 PERSONNEL** 39

**A2.19 STAFFING** 39

**A2.20 TIME FRAMES FOR COMPLETION** 40

**A2.21 ADDITIONAL SERVICES** 40

**ARTICLE A3 CHANGE ORDERS** 40

**ARTICLE A4 REIMBURSABLE EXPENSES** 40

**A4.01** **GENERAL** 40

**ARTICLE A5** **CITY’S RESPONSIBILITIES** 40

**A5.01** **PROJECT & SITE INFORMATION** 40

**ARTICLE A6 CONSULTANT FURNISHED DOCUMENTS AND EQUIPMENT** 41

**SCHEDULE A1 - Sub-Consultants** 42

**SCHEDULE A2 – KEY STAFF** 42

**ATTACHMENT B - COMPENSATION AND PAYMENTS** 43

**ARTICLE B.1** **METHOD OF COMPENSATION** 43

**B1.01** **COMPENSATION LIMITS** 43

**B1.02** **CONSULTANT NOT TO EXCEED** 43

**ARTICLE B2** **WAGE RATES** 43

**B2.01** **FEE BASIS** 43

**B2.02** **EMPLOYEES AND JOB CLASSIFICATIONS** 43

**B2.03** **MULTIPLIER** 43

**B2.04** **CALCULATION** 44

**B2.05** **EMPLOYEE BENEFITS AND OVERHEAD** 44

**B2.06** **ESCALATION** 44

**ARTICLE B3** **COMPUTATION OF FEES AND COMPENSATION** 44

**B3.01** **LUMP SUM**: 44

**B3.02** **HOURLY RATE FEES** 44

**B3.03** **REIMBURSABLE EXPENSES** 44

**B3.04** **FEES FOR ADDITIVE or DEDUCTIVE ALTERNATES:** 45

**B3.05** **FEES FOR ADDITIONAL SERVICES** 45

**B3.06** **PAYMENT EXCLUSIONS** 45

**B3.07** **FEES RESULTING FROM PROJECT SUSPENSION** 45

**ARTICLE B4** **PAYMENTS TO THE CONSULTANT** 45

**B4.01** **PAYMENTS GENERALLY** 45

**B4.02** **FOR COMPREHENSIVE BASIC SERVICES** 46

**B4.03** **BILLING – HOURLY RATE** 46

**B4.04** **PAYMENT FOR ADDITIONAL SERVICES & REIMBURSABLE EXPENSES** 46

**B4.05** **DEDUCTIONS** 46

**REIMBURSABLE EXPENSES:** 46

**B4.06** **GENERAL** 46

**B4.07** **REIMBURSEMENTS TO SUB-CONSULTANTS** 47

**ARTICLE B5** **COMPENSATION FOR REUSE OF PLANS AND SPECIFICATIONS** 47

**B5.01** **GENERAL** 47

**ATTACHMENT C – FDOT CERTIFICATIONS AND FORMS** 48

|  |  |
| --- | --- |
|  | **CITY OF MIAMI**  **OFFICE OF CAPITAL IMPROVEMENTS**  **PROFESSIONAL SERVICES AGREEMENT** |
| **Service Category** | Transportation Planning and Traffic Engineering Services for Biscayne Boulevard  (RFQ No. 16-17-056) |
| **Contract Type** | Project Specific |
| **Consultant** | **TBD** |
| **Consultant Office Location** | **TBD** |
| **City Authorization** | **TBD** |

This Professional Services Agreement (“Agreement”) made this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ in the year 2017 (“Agreement”) by and between the City of Miami, Florida, a Florida municipal corporation, hereinafter called the "City," and (Consultant’s Name), hereinafter called the "Consultant.”

**RECITAL**

A. The City issued a Request for Qualifications (“RFQ”) No. 16-17-056 on November 22, 2017 for the provision of Transportation Planning and Traffic Engineering Services for Biscayne Boulevard (“Services”) and Consultant’s proposal (“Proposal”), in response thereto, was selected as the most qualified for the provision of said Services. The RFQ and the Proposal are sometimes referred to herein, collectively, as the Solicitation Documents, and are, by this reference, expressly incorporated into and made a part of this Agreement as if set forth in full.

B. WHEREAS, the City, through action of the City Manager and/or the City Commission, as applicable, has selected the Consultant in accordance with Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act, hereinafter referred to as “CCNA”), and the applicable provisions of the City Procurement Ordinance, to provide the professional services as described herein.

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

# **DEFINITIONS**

* 1. ***Additional Services*** means any Work defined as such in a Work Order, secured in compliance with Florida Statutes and City Code.
  2. ***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.
  3. ***Base Fee*** means the amount of compensation mutually agreed upon for the completion of Basic Services.
  4. ***Basic Services*** means those services designated as such in a Work Order.
  5. ***City Commission*** means the legislative body of the City of Miami.
  6. ***City Manager*** means the duly appointed chief administrative officer of the City of Miami.
  7. ***City or Owner*** means the City of Miami, 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, City’s performance is pursuant to City’s position as the Owner of the Project. In the event the City 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 shall be deemed to have occurred pursuant to City’s authority as a governmental body and shall not be attributable in any manner to City as a party to this Agreement. The City of Miami shall be referred to herein as “City”. For the purposes of this Agreement, “City” without modification shall mean the City Manager.
  8. **Construction Training/Qualification Program (CTQP)** means theCity program for training and qualifying technicians in Aggregates, Concrete, Earth work, and Asphalt. The University of Florida Transportation Research Center (TRC) administers this program. Program information is available at the CTQP website.
  9. ***Commission*** means the legislative body of the City of Miami.
  10. ***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 City.
  11. ***Contractor*** means an individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the City for construction of City facilities and incidentals thereto.
  12. ***Construction Project Manager*** means the City employee assigned to manage the Construction Engineering and Inspection Services Agreement and represent the City during the performance of the services covered under this Agreement.
  13. ***Community Small Business Enterprise (“CSBE”)***means construction related enterprise, including a design-build firm, and any firm providing trades and/or services for the completion of a construction project, as defined in Chapter 10 of the Code of Miami-Dade County.
  14. ***Department*** means or refers to the City of Miami's Office of Capital Improvements ("OCI') formerly known as Capital Improvements and Transportation Program ("CITP").
  15. ***Director*** means the Director of the City Department designated herein who has the authority and responsibility for managing the specific project or projects covered under this Agreement. Unless otherwise specified herein or in a Work Order, for the purpose of this Agreement, the Director is the top administrator of the Office of Capital Improvements or his designee.
  16. ***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.
  17. ***Errors and Omissions*** means design defects or 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.
  18. ***Inspector*** means an employee of the City or of a consulting firm hired by the City and assigned by the City to make inspections of Work performed by a Contractor.
  19. ***Key Personnel*** means Staff positions assigned on a full-time basis to the Program by the Program Coordinator with the Director’s approval, to serve as an extension of the City’s staff typically working inside the City’s Miami Riverside Center (MRC) or other requested City facility.
  20. ***Notice to Proceed*** means same as “Authorization to Proceed.” A duly authorized written letter or directive issued by the Director or Project Manager acknowledging that all conditions precedent have been met and/or directing that Consultant may begin work on the Project.
  21. ***Omissions*** means items in the plans, specification or other documents prepared by the Consultant that are not shown or included which are necessary for the proper and/or safe operation of the Project or required to meet the Scope of Services.
  22. ***Primary Services*** mean those Services considered by City to be fundamental to the successful management of the Project as stated in the RFQ, and in Attachment A of this Agreement.
  23. ***Program*** means the City’s multi-year Capital Plan, prepared on an annual basis that details the planned financial resources and implementation schedule and strategies for the City’s capital projects over a five (5) year period.
  24. ***Project Manager*** means an employee or representative of the City assigned by the Director to manage and monitor the Services to be performed under this Agreement and the construction of a project as a direct representative of the City.
  25. ***Project*** means the design, construction, alteration and/or repair, and all services and incidentals thereto, of a City facility as contemplated and budgeted by the City. The Project or Projects shall be further defined in the Scope of Services and/or Work Order issued pursuant to this Agreement.
  26. ***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.
  27. ***Professional Services Agreement (“Agreement” or “PSA”)*** means this Agreement and all attachments and any authorized amendments thereto. In the event of a conflict between the Request for Qualifications (“RFQ”) and the Consultant’s response thereto, the RFQ shall control. In the event of any conflict between the Consultant’s response to the RFQ and this PSA, this PSA shall control. In the event of any conflict between this PSA and its attachments this PSA shall control.
  28. ***Resolution*** means the document constituting the official approval of the City Commission as required for the City Manager to execute this Agreement or increase the Project Budget, among other matters.
  29. ***Risk Administrator*** means the City’s Risk Management Administrator, or designee, or the individual named by the City Manager to administer matters relating to insurance and risk of loss for the City.
  30. ***Scope of Services or Services*** meansa comprehensive description of the activities, tasks, design features, objectives, deliverables and milestones required for the completion of Project or an assignment with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.
  31. ***Small Business Enterprise (“SBE”)*** means an architectural, landscape architectural, engineering or surveying and mapping professional services, including a design-build firm, as defined in Section 2-10.4.01 of the Code of Miami-Dade Count
  32. ***Sub Consultant/Subcontractor*** means a person or organization of properly registered professional architects, engineers, registered surveyor or mapper, and/or other professional specialty that has entered into a written agreement with the Consultant to furnish specified professional services for a Project or task.
  33. **Verification Testing and Inspection** means the level of testing and inspection as defined in the latest version of the Florida Department of Transportation (FDOT) Standard Specifications (Red Book) and FDOT’s Construction Project Administration Manual (CPAM).
  34. ***Wage Rates*** means the effective direct expense to Consultant and/or Sub-Consultant, 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.
  35. ***Work*** means all services, materials and equipment provided by, or under this Agreement with the Consultant.
  36. ***Work Order*** means a document internal to the City authorizing the performance of specific professional services for a defined Project or Projects.
  37. ***Work Order Proposal*** means a document prepared by the Consultant, at the request of the City for Services to be provided by the Consultant on a specific Project or phase of a Project.

# **GENERAL CONDITIONS**

* 1. TERM

The term of this Agreement shall take effect upon the date written above upon its execution by the authorized officers and shall terminate upon satisfaction and completion of all the terms and conditions of the Project by the Consultant.

* 1. SCOPE OF SERVICES

Consultant agrees to provide the Services as specifically described and set forth in Attachment “A – Scope of Services” hereto, which by this reference is incorporated into and made a part of this Agreement.

* 1. COMPENSATION
     1. **Compensation Limits**

The amount of compensation payable by the City to the Consultant shall generally be a lump sum not to exceed fee, based on the rates and schedules established in **Attachment B, Compensation and Payments,** hereto, which is incorporated into this Agreement; provided, however, that in no event shall the amount of compensation exceed (total value of award) ($000,000.00) in total over the term of the Agreement and any extension(s), unless explicitly approved by action of the City Commission or City Manager, as applicable, and put into effect by written amendment to this Agreement. Said fee is comprised of a fee for Basic Services of $000,000.00 plus $00,000.00 for Additional Services and $00,000.00 for Reimbursable Expenses. The City may, in its sole and absolute discretion use other compensation methodologies.

* + 1. **Payments**

Unless otherwise specifically provided in **Attachment B, Compensation and Payments**, payment shall be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Consultant’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed. The Consultants’ invoice must be a “Proper Invoice” as defined by Section 218.72, Florida Statutes. If Consultant is entitled to reimbursement of travel expenses, then all bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. The Consultant shall utilize **Attachment B**, **Scheduled B2 - Consultant Invoice**, for the submission of invoices. Invoicing shall be submitted on a monthly basis, and in accordance with Article B4, **Payments to the Consultant**.

# **PERFORMANCE**

* 1. PERFORMANCE AND DELEGATION

The Services to be performed hereunder shall be performed by the Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the City. Said approval shall not be construed as constituting an agreement between the City and said other person or firm.

* 1. REMOVAL OF UNSATISFACTORY PERSONNEL

Director or designee may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant, or any Sub-Consultants or subcontractors, or any personnel of any such Sub-Consultants or sub-contractors engaged by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant shall respond to City within fourteen (14) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by Consultant. Such request shall solely relate to said employees work under this Agreement.

* 1. CONSULTANT KEY STAFF

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

* 1. TIME FOR PERFORMANCE

The Consultant agrees to start all Work hereunder upon receipt of a Notice to Proceed issued by the Director 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 City should there be a delay on the part of the City in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation. Time is of the essence in performance of services under this agreement.

* 1. **STANDARD OF CARE**

Consultant is solely responsible for the technical accuracy and quality of their Services. Consultant shall perform all Services in compliance with Florida Administrative Code Rule 61G15-19.001(4) and Section 471.033(1) of the Florida Statutes, as amended. Consultant shall perform due diligence, in accordance with the care and skill ordinarily used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality as codified in Florida Administrative Code 61G15-19.001(4), in gather information and inspecting a Project site prior to the commencement of design. Consultant shall be 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 shall, without additional compensation, correct or revise any errors, omissions, and/or deficiencies in its designs, drawings, specification or other Services. Consultant shall 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, and/or deficiencies in its designs, drawings, specification or other Services.

# **SUB CONSULTANTS**

* 1. GENERAL
     1. A Sub consultant, as defined in Article 1.26 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 A1 – Sub consultants, attached hereto and incorporated by reference.
  2. SUB CONSULTANT RELATIONSHIPS
     1. All services provided by the Sub-Consultants shall be performed pursuant to appropriate written agreements between the Consultant and the Sub-Consultants, which shall contain provisions that preserve and protect the rights of the City under this Agreement.
     2. Nothing contained in this Agreement shall create any contractual or business relationship between the City and the Sub-Consultants. The Consultant acknowledges that Sub-Consultants are entirely under its direction, control, supervision, retention and/or discharge.
  3. CHANGES TO SUB CONSULTANTS

The Consultant shall not add or modify change any Sub-Consultant listed in Schedule A1 without prior written approval by the Director or designee, in response to a written request from the Consultant stating the reasons for any proposed substitution.

# **DEFAULT**

* 1. 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 shall be in default. Upon the occurrence of a default hereunder the City, 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 City to Consultant while Consultant was in default shall be immediately returned to the City. Consultant understands and agrees that termination of this Agreement under this section shall 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 shall be liable to the City for all expenses incurred by the City in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the City in the re-procurement of the Services, including consequential and incidental damages. In the event of default, City may also suspend or withhold reimbursements from Consultant until such time as the actions giving rise to default have been cured.

* 1. CONDITIONS OF DEFAULT

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

* + 1. Consultant fails to obtain or maintain the professional engineering certification/licensure, insurance or bonding herein required.
    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 City, beyond the specified period allowed to cure such default.
    3. Consultant fails to commence the Services within the time provided or contemplated herein, or fails to complete the Work in a timely manner as required by this Agreement.
  1. TIME TO CURE DEFAULT; FORCE MAJEURE

The City, through the Director or designee, shall provide written notice to the Consultant as to a finding of default, and the Consultant shall take all necessary action to cure said default within time the stipulated in said notice, after which time, the City may terminate the Agreement. The City, at its sole and absolute discretion, may allow additional days to perform any required cure if the Consultant provides written justification deemed reasonably sufficient. If the Default has not been corrected by the Consultant within the time specified, the Agreement shall be automatically terminated on the last day of the time stipulated in said notice, without the necessity of any further action by the City.

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 City may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure. No additional moneys or fees will be payable by the City it being agreed that due to FORCE MAJEURE only a time extension may be granted at the sole discretion of the City.

# **TERMINATION OF AGREEMENT**

* 1. CITY’S RIGHT TO TERMINATE

The City, including the City Manager, Director, or the Director’s authorized designee 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 Director or the Director’s authorized designee. The Consultant shall be paid in accordance with provisions of Attachment B, provided that said documentation is turned over to Director or designee within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Consultant until all documentation is delivered to the Director or designee.

* + 1. Consultant shall have no recourse or remedy from a termination made by the City except to retain the fees earned compensation for the Services that was performed in complete compliance with the Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the City, its officials or employees.
  1. CONSULTANT’S RIGHT TO TERMINATE

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

6.03 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 City shall 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.

# **DOCUMENTS AND RECORDS**

* 1. OWNERSHIP OF DOCUMENTS

All tracings, plans, drawings, 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 there from, including all electronic digital copies will be considered works made for hire and will, based on incremental transfer wherein the above shall become the property of the City 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 City at any time during the performance of such services and/or upon completion or termination of this Agreement. Consultant shall not copyright any material and products or patent any invention developed under this Agreement. The City shall have the right to visit the site for inspection of the work and the products of Consultant at any time. The Consultant shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the City's use and occupancy of the Project

* 1. DELIVERY UPON REQUEST OR CANCELLATION

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

* 1. RE-USE BY CITY

It is understood that all Consultant agreements and/or Work Orders for new Services will include the provision for the re-use of plans and specifications, including construction drawings, at the City’s sole option, and 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 City of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

* 1. NONDISCLOSURE

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Director or designee’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 shall require all of its employees, agents, Sub-Consultants and subcontractors to comply with the provisions of this paragraph.

* 1. MAINTENANCE OF RECORDS; PUBLIC RECORDS

The Consultant shall keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of the Public Records Law, Florida Statutes Chapter 119, shall be kept in accordance with the applicable statutes. Otherwise, the records and documentation shall be retained by the 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. The City, or any duly authorized agents or representatives of the City, shall 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 shall be conducted only during normal business hours.

Consultant shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) Keep and maintain public records required by the City to perform the service; (2) upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City; (4) upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City. Access to records shall also be available to the Federal Highway Administration (FHWA).

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 416 – 1830, Via email at** [**PublicRecords@miamigov.com**](mailto:PublicRecords@miamigov.com)**, or regular mail at City of Miami Office of the City Attorney, 444 SW 2nd Avenue, 9th FL, Miami, FL 33130.**

* 1. E- VERIFY

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 Consultant during the term of the Contract and shall expressly require any Sub consultant 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.

# **INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant shall indemnify, save, defend and hold harmless the City, the State of Florida, Department of Transportation, and their respective officers and employees, from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, carelessness, negligent act or omission, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement.

This indemnification shall survive the termination and/or expiration of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the City’s sovereign immunity. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Consultant shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Consultant to defend, at its own expense, to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City whether performed by the Consultant, or persons employed or utilized by Consultant.

This indemnity will survive the cancellation or expiration of this Agreement. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of §725.06 and/or §725.08, Florida Statutes, as applicable and as applicable.

The Consultant shall require all Sub consultant agreements to include a provision that they will indemnify the City, the State of Florida Department of Transportation, and its officers and employees.

The Consultant agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Consultant in which the City participated either through review or concurrence of the Consultant’s actions. In reviewing, approving or rejecting any submissions by the Consultant or other acts of the Consultant, the City in no way assumes or shares any responsibility or liability of the Consultant or Sub- Consultant, under this Agreement.

Ten dollars ($10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Consultant.

# **INSURANCE**

The Consultant shall not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the City’s Risk Manager or his/her authorized designee, has approved such insurance. Should the Consultant not maintain the insurance coverage required in this Agreement, the City may cancel this Agreement or, at its sole discretion, shall purchase such coverage and charge the Consultant for such coverage purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverage shall in no way be construed to be a waiver of its rights under this Agreement.

* 1. COMPANIES PROVIDING COVERAGE

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Risk Administrator. All companies shall have a Florida resident agent and be rated at least A-X, in accordance with A.M. Best Company’s Key Rating Guide, latest edition.

* 1. VERIFICATION OF INSURANCE COVERAGE

The Consultant shall furnish certificates of insurance to the Risk Administrator for review and approval prior to the execution of this Agreement. The Certificates shall 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 contract award to the Consultant. Consultant shall maintain coverage with equal or better rating as identified herein for the term of this contract. Consultant shall provide written notice to the City’s Department of Risk Management of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change.

Consultant shall furnish copies of insurance policies pertaining to this Agreement to Risk Administrator within ten (10) days of written request.

* 1. FORMS OF COVERAGE
     1. **Commercial General Liability**

The Consultant shall maintain commercial general liability coverage written on a primary and non-contributory basis, with limits of at least $1,000,000.00 per occurrence, $2,000,000.00 aggregate for bodily injury and property damage. The coverage shall include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements as applicable. The coverage shall be written on a primary and non-contributory basis with the City 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.

* + 1. **Business Automobile**

The Consultant shall provide business automobile liability coverage including coverage for all owned, hired and non owned autos with a minimal combined single limit of $1,000,000.00 naming the City as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/ (10) days for nonpayment.

* + 1. **Professional Liability Insurance**

The Consultant shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of $1,000,000.00 per claim, $1,000,000.00 aggregate providing for all sums which the Consultant shall 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. Unless specifically accepted by Risk Administrator, deductible shall not exceed 10%. This insurance shall be maintained for at least one year after completion of the construction and acceptance of any project covered by this Agreement.

* + 1. **Worker's Compensation Insurance**

The Consultant shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee’s Liability with a minimum limit of $500,000.00 each occurrence.

* + 1. **Sub-Consultant Compliance**

Consultant shall ensure that all Sub-Consultants comply with these same insurance requirements.

**9.04** MODIFICATIONS TO COVERAGE

The Risk Administrator or his/her authorized designee 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) calendar day written notice to the Consultant in accordance with Article 10.06, Notices, herein. The Consultant shall comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from the City accompanied by justification.

# **MISCELLANEOUS**

* 1. AUDIT RIGHTS

The City 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 Director, to approve any requests for payment by the Consultant. The inspection and audit provisions provided for City contracts set forth in Section 18-101 and Section 18-102 of the City Code, are applicable to this Agreement and are deemed as being incorporated by reference herein.

* 1. ENTIRE AGREEMENT

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the City 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 shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

* 1. SUCCESSORS AND ASSIGNS

The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Consultant without the written consent of the City, acting by and through its City Commission. 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 shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior City approval.

The Consultant’s services are unique in nature and any transference without City Commission approval shall be cause for the City to cancel this Agreement. The Consultant shall have no recourse from such cancellation. The City 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 City Attorney as a condition precedent to considering approval of an assignment.

The Consultant and the City 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.

* 1. TRUTH-IN-NEGOTIATION CERTIFICATE

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 Notice to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the City determines the project price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such price adjustments will be made within one (1) year following the end of the Project.

* 1. APPLICABLE LAW AND VENUE OF LITIGATION

This Agreement shall 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, shall be brought in Miami-Dade County, Florida. Each party shall bear its own attorney’s fees.

* 1. 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 shall remain such until it shall have 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 CITY OF MIAMI:**

Daniel Alfonso

City Manager

Office of the City Manager

City of Miami

444 S.W. 2nd Avenue, 10th Floor

Miami, Florida 33130-1910

Email: [djalfonso@miamigov.com](mailto:djalfonso@miamigov.com)

Phone: 305-416-1025

Annie Perez, CPPO, Director

Department of Procurement

City of Miami

444 S.W. 2nd Avenue, - 6th Floor

Miami, Florida 33130

Email: [annieperez@miamigov.com](mailto:annieperez@miamigov.com)

Phone: 305-416-1910

Victoria Méndez

City Attorney

Office of the City Attorney

City of Miami

444 S.W. 2nd Avenue, 9th Floor

Miami, Florida 33130-1910

Email: [victoriamendez@miamigov.com](mailto:victoriamendez@miamigov.com)

Phone: 305-416-1832

**With Copies to:**

Jeovanny Rodriguez, P.E., Director

Office of Capital Improvements

City of Miami

444 S.W. 2nd Avenue, - 8th Floor

Miami, Florida 33130

Email: [jeovannyrodriguez@miamigov.com](mailto:jeovannyrodriguez@miamigov.com)

Phone: 305-416-1225

**For Consultant:**

TBD

* 1. INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall 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, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

* 1. JOINT PREPARATION

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

* 1. 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 shall prevail and be given effect.

* 1. 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 and /or construction of the subject project(s), and/or following the completion of the projects(s), the parties to this Agreement agree all disputes between them shall 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 Sub-Consultants and/or independent contractors and/or Consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution. Each party shall bear their own attorney’s fees.

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.

* 1. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement. Consultant shall promptly perform its duties under this Agreement and Work Orders pursuant hereto, and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with this Agreement. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in this Agreement and/or Work Orders pursuant hereto.

* 1. COMPLIANCE WITH LAWS

Consultant shall 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 shall be no unlawful discrimination as provided by law in connection with the performance of this Agreement.

* + 1. **Non-Discrimination**

City warrants and represents that it does not and will not engage in discriminatory practices and that there shall 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 shall, solely by reason of his/her 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.

* + 1. **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 City reserves the right to refuse Consultant access to City 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 the Consultant.

* + 1. **ADA COMPLIANCE**

Consultant shall 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 City, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionallythe Consultant shall take affirmative steps toinsure nondiscrimination in employment of disabled persons.

* 1. 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 City to any promise, debt, default, or undertaking of the Consultant.

* 1. DISCRETION OF DIRECTOR

Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the Director or the Director’s authorized designee.

* 1. RESOLUTION OF CONTRACT DISPUTES:

Consultant understands and agrees that all disputes between it and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted for resolution in the following manner.

The initial step shall be for the Consultant to notify the Project Manager in writing of the dispute and submit a copy to the City of Miami personnel identified in Article 10.06, Notices.

Should the Consultant and the Project Manager fail to resolve the dispute the Consultant shall submit their dispute in writing, with all supporting documentation, to the Assistant Director-Contracts, as identified in Article 10.06, Notices. Upon receipt of said notification the Assistant Director-Contracts shall review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Assistant Director-Contracts fail to resolve the dispute, the Consultant shall submit their dispute in writing within five calendar days to the Director. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Director shall review the issues relative to the dispute and issue a written finding.

Consultant must submit any further appeal in writing within five calendar days to the City Manager. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Consultant. Appeal to the City Manager for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation hereunder exceed $500,000, the City Manager’s decision shall be approved or disapproved by the City Commission. Consultant shall not be entitled to seek judicial relief unless:

1. it has first received City Manager’s written decision, approved by the City Commission if applicable, or
2. a period of sixty (60) days has expired after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where City Manager’s decision is subject to City Commission approval; or
3. City has waived compliance with the procedure set forth in this section by written instrument(s) signed by the City Manager.
   1. INDEPENDENT CONTRACTOR:

Consultant has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees. Consultant further understands that Florida Workers’ Compensation benefits available to employees of the City are not available to Consultant, and agrees to provide workers’ compensation insurance for any employee or agent of Consultant rendering services to the City under this Agreement.

* 1. 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.

* 1. THIRD PARTY BENEFICIARY

Consultant and the City 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.

* 1. **PERFORMANCE EVALUATIONS**

The City shall conduct performance evaluations during and after completion of agreements with Consultants, which are used as a basis for the awarding of future work as well advising the Consultant of their performance.

* 1. **DISADVANTAGE BUSINESS ENTERPRISE (DBE) REPORTING**

The Consultant shall complete the Anticipated DBE Participation Statement through the Equal Opportunity Compliance system within three business days after the pre-construction or pre-work conference for all federal and state funded projects. Consultant shall assist FDOT in tracking and reporting planned or estimated DBE utilization. The City and FDOT currently have a race neutral program with a 9.91% goal as certified under the Florida Unified Certification Program. During the term of the Agreement, the Consultant shall be required to report payments to DBE and MBE Sub-Consultants through the web-based Equal Opportunity Compliance (EOC) system.

Note: The Consultant must report DBE utilization or the lack thereof. All DBE payments must be reported whether or not you initially planned to utilize the firm. All questions regarding DBE reporting should be directed to [EOOHelp@dot.state.fl.us](mailto:EOOHelp@dot.state.fl.us).

* 1. **BID OPPORTUNITY LIST REPORTING**

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 sub-Consultants on FDOT-assisted projects, including DBE's and non-DBEs.

Proposers shall complete the Bidders Opportunity List through the Equal Opportunity Compliance system within three business days of submission of the proposal for ALL Sub consultants who quote to you for specific services for this solicitation. The web address to the Equal Opportunity Compliance system is listed below:

<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>

* 1. **DRUG FREE WORKPLACE CERTIFICATION**

The Consultant hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Consultant's workplace, and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a continuing drug-free awareness program to inform its employees about:
3. The dangers of drug abuse in the workplace;
4. The Consultant's policy of maintaining a drug-free workplace;
5. Any available drug counseling, rehabilitation, and employee assistance programs; and,
6. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
7. Giving all employees engaged in performance of the Agreement a copy of the statement required by subparagraph (1);
8. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
9. Abide by the terms of the statement; and,
10. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
11. Notifying the City in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
12. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
13. Taking appropriate personnel action against such employee, up to and including termination; or
14. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and,
15. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs(1) through (7).

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

|  |  |
| --- | --- |
| WITNESS/ATTEST: | **Consultant, (TBD)\_,** a Florida corporation |
| *Signature*  *Print Name, Title* | *Signature*  *Print Name, Title of Authorized Officer or Official* |
|  |  |
| ATTEST: | (Corporate Seal) |
|  |  |
|  |  |
| Consultant Secretary |  |
| (Affirm Consultant Seal, if available) |  |
|  |  |
| ATTEST: | **CITY OF MIAMI**, a municipal corporation of the State of Florida |
| Todd B. Hannon, City Clerk | Daniel J. Alfonso, City Manager |
|  |  |
| APPROVED AS TO INSURANCE REQUIREMENTS:  Ann Marie Sharpe, Director  Risk Management Department | APPROVED AS TO LEGAL FORM AND CORRECTNESS:  Victoria Méndez, City Attorney |
|  |  |

**CERTIFICATE OF AUTHORITY**

**(IF CORPORATION OR LLC)**

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, shall 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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, shall 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Names and addresses of partners:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name | Street Address | City | State | Zip |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTARIZATION**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification and who (did / did not) take an oath.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

# **ATTACHMENT A - SCOPE OF SERVICES**

**RFQ 16-17-056**

1. **GENERAL**

The Consultant shall provide Transportation Planning and Traffic Engineering Services (the "Services") for Biscayne Boulevard. Consultant shall provide said services in accordance with Section §287.055 Florida Statutes, as amended, Consultants’ Competitive Negotiations Act (“CCNA”).

A growing number of communities are discovering the value of their streets as important public spaces for many aspects of daily life. People want streets that are safe to walk and bike along, offer places to meet people, link neighborhoods, and have a vibrant mix of uses to promote convenience and accessibility. And more people want to be able to walk and ride bicycles within their neighborhoods. These communities joined a growing nationwide movement coalesced around a simple idea: our streets should work for everyone, of all ages and abilities, regardless of how they travel. This simple idea is “Complete Streets.” The power of the Complete Streets movement is that it fundamentally redefines what a street is intended to do, what goals a transportation agency is going to meet, and how the community will spend its transportation money. It breaks down the traditional separation of ‘highways,’ ‘transit,’ and ‘biking/walking,’ and instead focuses on the desired outcome of a transportation system that supports safe use of the roadway for everyone, by whatever means they are traveling.

Integrating Context-Sensitive Solutions (CSS) principles within the transportation planning process assists communities in reaching their transportation goals by encouraging the consideration of land use, transportation and infrastructure needs in an integrated manner. With a thorough understanding of CSS principles and design process, the goal is to integrate community objectives, accommodate all users and make decisions based on an understanding of the trade-offs that frequently accompany multiple or conflicting needs. The planning principles guiding this planning effort intend to provide a balance between mobility and livability.

The City of Miami has recognized the growing need to accommodate multiple modes of transportation and continues to seek solutions to address traffic congestion and alleviate national challenges related to health, energy, climate change, and clean air.

The Scope of Services may include, but may not be limited to, providing general transportation planning and traffic engineering services for the completion of a lane elimination analysis for Biscayne Boulevard between SE 1st Street and NE 6th Street within Downtown Miami related to the implementation of Biscayne Green and report on the impacts of such a change in the surrounding network.

The City of Miami is seeking to evaluate possible changes such as to eliminate lanes of traffic in each direction from Biscayne Boulevard in order to increase multimodal safety, operations, and connectivity utilizing a Complete Streets and context-sensitive approach. This effort will build upon any previous studies available. The proposed study will be developed at a level acceptable to FDOT and in compliance to the Statewide Lane Elimination Guidance developed by FDOT in 2014.

This study intends to support a design-driven vision rather than a model-driven vision to determine how best to meet the needs of the current and future users of the corridor, and to solidify plans for Biscayne Green as it intends to find the right balance between land use and transportation needs.

* 1. **SCOPE OF SERVICES**

The Consultant agrees to provide comprehensive professional services in accordance with all applicable laws and building regulations, including the Florida Building Code the City of Miami, Florida Code of Ordinances, as set forth in this Agreement and further enumerated in any Work Orders, and the Florida Department of Transportation’s (FDOT) latest version of the FDOT Design Manual (FDM).Consultant shall furnish, as Basic Services, comprehensive professional services for the Projects including, but not limited to those describes in Article A2, “Basic Services.”

**ARTICLE A2 BASIC SERVICES**

Consultant agrees to provide complete specified services as set forth in the Agreement, in accordance with the Florida Building Code, latest edition, all federal, state, county and City of Miami, laws, codes and ordinances. Consultant shall maintain an adequate staff of qualified personnel on the Services at all times to ensure its performance as specified in the Agreement.

Consultant agrees to management of compliance and reporting requirements of federal funded projects. This includes, but is not limited to:

1. Educating contractor and ensuring contractor compliance with FDOT requirements, Equal Employment Opportunity (EEO) requirements, Disadvantaged Business Enterprise requirements, Davis-Bacon requirements, On the Job Training (OJT) requirements, and ARRA reporting requirements (See Exhibit A).
2. Gathering and managing submission of all required reports pursuant to FDOT and various other federal requirements.
3. Creating reimbursement requests for federal reimbursement, including all required reports and forms per FDOT and federal requirements.
4. Scheduling and supervising pre-construction meetings, OJT Post Pre-Construction Training Evaluation Meeting, EEO meetings, and any other federal or FDOT required meetings for all applicable projects.
5. Performing required Labor/EEO Compliance Interviews and OJT Trainee Interviews as required.

**A2.01 TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING SERVICES**

The Consultant shall complete an analysis that evaluates the character, the modal behavior, traffic conditions, existing and future parking configuration, adjacent land uses, and existing and potential lane configuration alternatives of Biscayne Boulevard through Downtown Miami, Florida (between SE 1st Street to NE 6th Street) and determine the feasibility of eliminating lanes of traffic in each direction in order to increase multimodal safety, operations, and connectivity utilizing a Complete Streets and context-sensitive approach. The proposed study will be developed at a level acceptable to FDOT and in compliance to the *Statewide Lane Elimination Guidance* developed by FDOT in 2014. The deliverables of this scope shall include:

1. Data collection
2. Project need statement/guiding principles
3. Public involvement and stakeholder outreach/coordination
4. Travel characteristics
5. Project traffic
6. Transportation analysis
7. Environmental impacts assessment
8. Conceptual design
9. Special considerations
10. Cost estimates
11. Implementation plan

The goal of this elimination study is to gather the necessary documentation and support to repurpose this corridor’s role to meet the transportation needs of pedestrians, cyclists, and motorists. Any coordinated changes that happen along Biscayne Boulevard shall help position Downtown successfully.

**A2.02 PROJECT BACKGROUND**

Downtown Miami has grown exponentially over the last decade, and now boasts approximately 90,000 residents and a daytime population of 220,000 people, with thousands of additional residents, workers and visitors projected in the years ahead. As downtown’s population increases and new developments emerge, our traffic patterns are becoming more complex and our transportation needs are expanding. There is also a greater need to accommodate multiple modes of transportation for users of all ages and in a safe and dignified manner.

The 2025 Downtown Miami Master Plan adopted in 2009 provides specific initiatives to promote transit and rebalance roadways toward transit, pedestrians and cyclists, enhancing safety and walkability of downtown streets. On December 23, 2013, the City of Miami amended Chapter 14 of Article II of the City Code to create a Downtown Pedestrian Priority Zone to apply to all public rights-of-ways within the boundaries of the Downtown Development Authority. These include standards for pedestrian comfort and safety. On April 8, 2014, Miami Dade County also passed Resolution-347-14 supporting the creation of the Downtown Pedestrian Priority Zone in order to further the goal of making Downtown Miami pedestrian-friendly and safe for all. Additionally, in 2013 and 2014, the City of Miami and Miami-Dade County passed legislation to implement Complete Streets programs. And last June 2016, The Board of County Commissioners approved Resolution No. R-529-16 adopting the Miami-Dade Local Action Plan for Safer People, Safer Streets, a plan that focuses on implementing projects that increase bicycle and pedestrian safety, and encourage more biking, walking, and transit use in Miami-Dade County.

Biscayne Green is a long-term vision to redesign and repurpose Biscayne Boulevard into a pedestrian promenade, enhancing pedestrian safety and connectivity in Downtown. Biscayne Green will create dynamic spaces and better accommodate multiple modes of transportation. The intent is to repurpose the corridor to meet the transportation needs of all street users in a safe and comfortable manner. The proposal for this vision includes narrowing the segment of Biscayne Boulevard between SE 1st Street and NE 6th Street and also provide for on-street parking. The proposal also calls for an off-street bicycle facility through this section. The proposed configuration for the boulevard will narrow pedestrian crossing distances and provide safer bicycle and pedestrian connections from the downtown core outward in all directions. The Biscayne Green proposal aims to minimize the barrier effect of Biscayne Boulevard and to enhance the connections to Bayfront Park and the Biscayne to make downtown a more walkable, accessible, and connected place in order to elevate the status of Downtown Miami as a walkable and pedestrian safe environment.

The following principles shall be considered:

1. Minimize the barrier effect of the Boulevard
2. Expand transportation options so people can choose how to travel
3. Safety of pedestrians, bicyclists, public transit users, and motorists.
4. Balance community values and mobility needs.
5. Promote the efficient use of energy resources.
6. Utilize an Integrated land use and transportation planning approach
7. Support local economic development goals (Downtown CBD).
8. Promote healthy lifestyles
9. Balance parking needs
10. Deemphasize the automobile dominated environment
11. Balance all modes of travel to maximize the utilization of Biscayne Boulevard

A2.03 CORRIDOR OVERVIEW

The subject corridor planning study described on this scope involves approximately a half mile section of Biscayne Boulevard (US1) between SE 1st Street to NE 6th Street. The existing corridor segment is an eight (8) lane arterial with curb and gutter through Downtown Miami. Travel lanes are 11’ and 12’ in each direction with a center median utilized as parking lots. Turn lanes are sometimes provided at the various signalized intersections. The estimated ROW width along the project area ranges between 180 ft. - 230 ft. The posted speed limit is 30 miles-per-hour (mph) throughout this segment of the corridor and is entirely located within the City of Miami city limits. The character of the corridor is urban and fully developed. There are continuous sidewalks along both sides of the corridor. There are no marked bicycle lanes. The corridor presents a mix of commercial and residential uses and emphasizing a need to accommodate multiple modes of transportation.

The corridor includes signalized intersections at these locations within the study area:

1. Biscayne Boulevard and SE 1st Street
2. Biscayne Boulevard and E Flagler Street
3. Biscayne Boulevard and NE 1st Street
4. Biscayne Boulevard and NE 2nd Street
5. Biscayne Boulevard and NE 3rd Street
6. Biscayne Boulevard and NE 4th Street
7. Biscayne Boulevard and NE 5th Street
8. Biscayne Boulevard and NE 6th Street

The goal through this elimination study is to gather the necessary documentation and support to repurpose this corridor’s role to meet the transportation needs of pedestrians, cyclists, and motorists. Any coordinated changes that happen along Biscayne Boulevard shall help position Downtown successfully.

A2.04 TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING SERVICES DUTIES

The Consultant shall perform all services necessary to properly coordinate the activities of all parties involved in completing the Project. These include maintaining complete and accurate records of all activities and events relating to the Project; properly documenting all significant Project changes; and interpreting specifications and contract provisions.

In addition to the specific services detailed below, the traffic Consultant shall coordinate work with the City and the project team; monitor the project schedule as it relates to the scope contained herein; and provide timely invoicing and reporting of project progress.

A2.05 DATA COLLECTION

The Consultant shall collect available data and inventory physical features of the corridor in order to prepare a preliminary assessment of the corridor’s operations, issues, and concerns to support the Corridor Planning process. This will include transportation (operational and infrastructure) data obtained through review of previous studies and plans, field reviews, coordination with agencies, and other publicly available data sources such as City GIS resources and FDOT databases.

The goal of this study is to conduct targeted data collection that will be pertinent and useful to making recommendations for multimodal improvements along the Corridor. The types of data that could be pertinent to the subject study are listed below. The intent is to utilize readily available information to identify possible issues or considerations that will feed into stakeholder coordination and alternatives identification. Detailed investigations of air/noise, soils, contamination, drainage, or other characteristics are not intended as part of this planning study.

The data collection task may consider the following information:

|  |  |
| --- | --- |
| Community Characteristics  Community-Defined Issues  Consensus on Community Boundaries Demographics  Existing Land Use Characteristics  Property Ownership  Businesses and Employment  Educational /Community Institutions  Leisure and Recreation  Site Design Characteristics  Redevelopment Potential  Context Zones  Social Media  Existing Land Use Plans / Context Zones  Environmental Characteristics  Community-Defined Issues  Natural Resources and Landscapes  Biological Communities and Wetlands  Conservation Areas / Mitigation Sites  Contamination Site Potential  Cultural, Historic, and Archaeological  Engineering / Site Characteristics  Existing Utilities / Fiber-Optics  Soils and Geotechnical Data  Flooding and Drainage Issues  Existing Permits / Current Criteria | Transportation Characteristics  Community-Defined Issues  Network Characteristics  Roadway Conditions / Speeds  Parking Facilities  Intersections & Signals/ ITS  Right-of-Way  Traffic Data / Factors  Existing LOS  Access Management  Lighting, Bike / Pedestrian Features  Transit Facilities / Locations  Potential Safety Issues / Gaps  Parallel Facilities & Connectivity  Transit Service, Headways, Ridership  Multimodal Quality of Service / TDM  Design Controls and Standards  Transportation Plans / Sustainability  Existing Travel Patterns |

Integrating Context-Sensitive Solutions (CSS) principles within the transportation planning process assists communities in reaching their transportation goals by encouraging the consideration of land use, transportation and infrastructure needs in an integrated manner. With a thorough understanding of CSS principles and design process, the goal is to integrate community objectives, accommodate all users and make decisions based on an understanding of the trade-offs that frequently accompany multiple or conflicting needs. The planning principles guiding this planning effort intend to provide a balance between mobility and livability.

**A2.05-1 Existing Planning/Background Documents**

The Consultant shall obtain copies of relevant past studies and future plans which may affect the corridor and any future projected conditions for the corridor. At a minimum, the following plans and studies should be researched:

1. Long Range Transportation Plan (LRTP),
2. Local Government Comprehensive Plans,
3. Bikeway and Sidewalk Master Plans,
4. local master development plans,
5. local capital improvement plans (CIPs),
6. applicable safety and operational studies,
7. all proposed large developments which may generate significant traffic and/or provide mitigation which may include changes to segment or intersection geometry, and permit plans,
8. pending or existing projects within the Transportation Improvement Programs (TIP),
9. FDOT Work Program Items (WPI), and
10. Transit Development Plans (TDPs).
11. Future projections which have been conducted by either the state or local agencies

This Corridor Planning Study will consider previous studies, planned and programmed improvements, as well as any ongoing planning efforts by the City of Miami, FDOT, and / or Miami-Dade Transportation Planning Organization (TPO). Consideration of the existing travel patterns within the corridor will also support the identification and evaluation of alternatives. This and other data to be collected for the evaluation will be important to understanding the unique characteristics of the corridor. The Consultant shall take into consideration envisioned plans from FDOT as part of the Downtown Miami Freight Mobility Study and the recently kicked-off SR5/ US1 / Biscayne Boulevard Corridor Study (from SR 90/US 41/ SE 8th Street to Miami-Dade / Broward County Line).

**A2.05-2 Roadway Data**

The Consultant shall collect data and summarize existing corridor information graphically including, but not limited to:

1. Roadway Characteristics Inventory (RCI) information, section ID, milepost, functional classification
2. Posted speed
3. typical section(s)
4. horizontal and vertical geometry
5. location of traffic signals, signage, and ITS infrastructure
6. drainage structures/system
7. lighting

**A2.05-3 Traffic Data**

The Consultant shall obtain available data along the corridor from the appropriate local and/or state agencies. If data is not available, the Consultant shall assemble the appropriate data collection plan identifying necessary count locations. Count locations should be coordinated with FDOT staff. In addition to the locations along Biscayne Boulevard, the Consultant shall also identify which intersections and roadway segments within the parallel network will be included as part of the analysis. Given the nature of the area surrounding Biscayne Boulevard, a weekend analysis may be required.

The following data shall be collected and compiled:

1. Annual Average Daily Traffic (AADT) historical and current counts.
2. 72-hour machine traffic counts (15-minute interval by direction) on typical weekday at selected locations, (e.g. between critical intersections or where volume or roadway characteristics change).
3. 24-hour machine traffic counts (15-minute interval by direction) on typical weekend day for two consecutive weekends at selected locations, (e.g. between critical intersections or where volume or roadway characteristics change).
4. 72-hour vehicle classification counts (15-minute interval by direction) at selected locations.
5. Turning Movement Counts – Vehicle (auto and heavy vehicle), pedestrian, and bicycle turning movement counts (TMC) for peak periods at the signalized intersections. TMCs shall be collected for the entire peak period based on an analysis of the traffic machine counts and evaluation of current and future development trends (traffic generation). Based on the weekend machine counts, additional weekend TMCs may be required.
6. Design factors ‑ Standard K, D, and T may be obtained from the FDOT Florida Traffic Online (2016).
7. Field observations with regards to traffic operations including maximum queue and signal timing observations should be conducted during the AM and PM peak periods (and possibly weekend peak period).
8. Lane utilization, intersection movement delay, and any other traffic data collection studies will be required as needed within the corridor.
9. Existing signal timing and phasing information for all existing signalized intersections should be obtained from the Miami-Dade County Advanced Traffic Management System (ATMS) website.

**A2.05-4 Transit Data**

The data collected in this sub-task will serve to determine the impact of the transit services along the corridor, among them:

1. Transit routes serving the corridor and adjacent areas
2. Route alignments
3. Route length
4. Travel time and speed
5. Ridership per route
6. Headways
7. Service hours
8. Buses in service (peak and off-peak)
9. Number of transfers
10. Passenger load during peak and off peak periods and bus crowding
11. Fare payment characteristics
12. Number and location of bus stops and amenities
13. Passenger boarding and alighting by bus stop
14. Future service changes for the corridor

The Consultant will coordinate with Miami-Dade TPO and Miami-Dade Department of Transportation and Public Works (DTPW) for identifying future projects within the study area.

**A2.05-5 Bicycle/Pedestrian Facility Collection**

Existing pedestrian and bicycle facilities shall be inventoried, reviewed, and summarized within the study area.

The Consultant will coordinate with the TPO for identifying future projects within the study area.

**A2.05-6 Parking Supply**

The Consultant shall perform an inventory of the existing on-street parking (overall total and disaggregated by designation) along the study corridor using aerial photography. A field review should be performed to verify the results of the aerial inventory.

**A2.05-7 Safety Data**

The Consultant shall coordinate with FDOT and obtain crash data for the most recent five (5) year period in order to prepare a safety analysis of the corridor and determine if this corridor is identified within the high crash spot or segment list. The Consultant shall obtain data from FDOT’s Crash Analysis Reporting System (CARS) and 5% crash lists.

**A2.05-8 Community Data**

The Consultant shall obtain the following information:

1. Demographics
2. Community Boundaries
3. Property Ownership
4. Business and Employment
5. Educational/Community Institutions
6. Leisure and Recreation
7. Site Design Characteristics
8. Redevelopment Potential
9. Context Zones
10. Social Media

**A2.05-9 Land Use Data**

The Consultant shall obtain existing and future land use plans and information on land use characteristics.

The Consultant shall summarize available information related to changes in future land uses and expected growth within the area surrounding the project corridor. This might include remaining portions of the Downtown DRI and other projects to provide context of the spatial relationship to the Biscayne Boulevard corridor and other regional facilities.

This will involve an assessment of key land use elements such as the identification of activity centers, significant employment, and other uses within an established ‘study area’, which may be determined between the Consultant and the client, or the Consultant team and the Project Visioning Team at one of the initial meetings. It is important to develop an understanding of how the key land uses interact with each other in order to determine ways to support this with a multi-modal approach.

Unique venues such as the American Airlines Arena will be considered to the extent practical in identifying the travel characteristics within the corridor.

**A2.05-10 Access Management Data**

Access management data for the corridor shall be collected evaluated for compliance with applicable access class standards. Note that additional data and analysis may be required along parallel facilities where traffic patterns/volumes may be impacted by the proposed improvements.

**A2.05-11 Initiation of Efficient Transportation Decision Making (ETDM) Planning Screen**

The Consultant shall coordinate all necessary activities required to screen the corridor study for planning level assessment through the Efficient Transportation Decision Making (ETDM) process. Coordination with the TPO and FDOT will be required to initiate the Planning Screen.

**A2.05-12 Major Utilities Data**

All major utilities along the corridor, which could have an influence on corridor development or feasibility of Build alternatives, need to be identified and denoted on appropriately scaled 11"x 17" maps. The Consultant shall collect contact information for each utility company present in the study area.

**A2.05-13 Right-of-Way (ROW) Data**

The Consultant shall obtain right-of-way information from FDOT and prepare maps documenting the available ROW in the corridor. This information will need to be plotted at an appropriate scale.

**A2.05-14 Aerial Photographs and Maps**

The Consultant shall obtain copies and electronic files of the existing aerial photography/raster images of the corridor. Copies of relevant and available maps should also be obtained (e.g., right-of-way maps, transit route maps, zoning maps, etc.). Aerials/maps will be needed to depict existing land use, environmental, existing corridor right-of-way, highway characteristics, and to present Conceptual Alternatives.

**A2.05-15 Corridor Issues**

The Consultant shall research known project issues. The focus of the research should be to identify existing technical issues as they relate to the physical roadway corridor. The Consultant shall also identify any known issues relating to jurisdictional policies and/or regulations, and public involvement issues such as organized local opposition, either past or present, which are known to exist along the corridor.

A2.06 PROJECT NEED STATEMENT / GUIDING PRINCIPLES

Based on the data, plans, policies, and analysis conducted, a Project Need Statement will be developed outlining the rationale for pursuing corridor improvements. It shall also include the degree to which improvements to the corridor are consistent with local transportation planning, local comprehensive planning, land use planning, and growth management efforts. A draft list of Guiding Principles will also be developed by the Consultant. The guiding principles will be a brief list of succinct points that speak to what the community thinks is important as it relates to the multi-modal transportation vision and the associated land use goals of the study area. The guiding principles should address what the vision is, who the major users are, and what the desired role of the facility is.

**A2.06-1 Performance Measures**

Building upon the formulation of the Project Need Statement and the development of Guiding Principles, the Consultant shall also define performance measures that relate to the purpose and needs of the project in order to have an established direction and a foundation in which to evaluate alternatives during the transportation analysis stage.

A2.07 PUBLIC INVOLVEMENT AND STAKEHOLDER OUTREACH/COORDINATION

The Consultant shall provide technical input, coordination and support for the City to hold or participate in various meetings. Proposals shall provide details about any outreach activities as part of the Scope of Services narrative. These activities may include:

**A2.07-1 Kick-off Meeting**

The kick-off meeting with the City of Miami project manager and other City staff will include review and vetting of the project scope and schedule, the identification of project visioning team members, and identification of potential dates and venues for the Project Visioning Team meetings.

**A2.07-2 Project Visioning Team Meetings**

The Consultant will facilitate Project Visioning Team meetings at key milestones throughout the study. This Scope of Services assumes that various City divisions will be represented and are actively engaged as part of the Project Visioning Team, as major milestone discussions and decision-making will occur at these meetings. Separate review meetings will only be conducted outside of the Project Visioning Team meetings as needed to discuss detailed technical issues, per the direction of the project manager.

The first Project Visioning Team meeting will be held to kick-off the project with the Visioning Team. The Consultant shall the project’s scope, schedule, and highlight key milestones. This first meeting will also include a field tour (e.g. walking tour) of the corridor, to travel along the corridor by walking and / or biking to gain another point of view for the non-vehicular users.

**A2.07-3 Community Liaison Team Meetings**

Throughout the study, the Consultant will prepare and facilitate meetings with the Community Liaison Team. The Community Liaison Team will include representatives from local neighborhoods, businesses, and property owners, as previously described. The Community Liaison Team will not be a decision-making entity, but instead will be an additional sounding board to the Study Team to help disseminate information to the larger corridor community and seek input on preliminary ideas. Information presented to the Community Liaison Team will be presented after these have been reviewed and vetted with the Project Visioning Team and before they are presented to the larger community at Public Workshops.

**A2.07-4 Stakeholder Interviews**

The Consultant shall conduct one-on-one stakeholder interviews to identify and document the local stakeholders’ visions for the corridor. It is anticipated that due to the amount of local stakeholders, these interviews will occur back-to-back at a single venue, within an agreed time period. Each interview will last approximately 45 minutes. This initial outreach will seek to gather input on the future vision for the corridor, its users, and the role the facility should play in the transportation network. The Consultant shall schedule the meetings, facilitate the meeting, and take meeting notes.

**A2.07-5 Miscellaneous Meetings**

The Consultant shall attend additional meetings based on the direction of the City Project Manager. These meetings may include briefings with elected officials, Miami-Dade TPO board members, and other special interest groups.

**A2.07-6 Public Workshops**

The Consultant shall prepare for and facilitate two rounds of public involvement workshops throughout the study process. At a minimum, the first round of workshops is a public information workshop. The second round of workshops is the alternatives development workshop and the last round of workshops is the presentation of feasible alternatives and conclusions. It should be noted that the workshops should be centrally located within the study area.

The first public workshop (during Discovery phase) will solicit input from any and all interested parties that wish to actively engage in the planning process. Similar to the Project Visioning Team meeting, the format of the meeting will include a brief presentation to review the study process, provide a synopsis of the existing conditions and key project issues, and to highlight the existing and future conditions of the Corridor. The meeting will also present the guiding principles and the reinstate the overall purpose of the Study.

With input from the City of Miami, the Consultant will secure a site to host the Public Workshops. If applicable, the Consultant shall pay all costs for meeting site rent and insurance. The Consultant shall attend the meetings with an appropriate number of personnel to assist the City’s Project Manager.

**A2.07-7 Materials for Website**

The Consultant shall provide project information, graphics, and other materials generated for major deliverables, public and stakeholder coordination meetings in a suitable format to the City to share online as needed.

A2.08 TRAVEL CHARACTERISTICS

The purpose of this task is to gain a better understanding of the travel characteristics within the corridor and its area of influence. This will involve an assessment of key land use elements such as the identification of activity centers, significant employment, and other uses within an established ‘study area’, which may be determined between the Consultant and the client, or the Consultant team and the Project Visioning Team at one of the initial meetings. It is important to develop an understanding of how the key land uses interact with each other in order to determine ways to support this with a multi-modal approach. The data to be collected will include an estimation of current mode split to include an estimation of current mode split to include usage by cyclist, pedestrians, and transit riders, as well as vehicular traffic.

To the extent possible, the Consultant shall collaborate with partner agencies for support during the data collection effort to the extent that this may benefit the assessment. Due to budget constraints, it is understood that the data collected during the evaluation of travel characteristics is intended to provide a representative sampling sufficient to support a planning-level evaluation.

Other elements to be considered include transit ridership statistics, planned transit service, and an examination of land use to identify major activity centers and desire pathways that influence travel patterns. The study will also provide insight into the multimodal relationships that would be required to support the development of context-sensitive alternatives that further encourage the use of transit, or biking/walking between destinations.

A2.09 PROJECT TRAFFIC

Development of project traffic shall be in accordance with *FDOT 2014 Project Traffic Forecasting Handbook.*

**A2.09-1 Existing Traffic**

The Consultant shall determine the existing year AADT and turning movement volumes using collected existing traffic counts and factors obtained from FDOT FTO. Existing traffic volumes shall be balanced as appropriate to avoid unrealistic differences between intersections, as can occur when utilizing data collected at different times. The existing volumes shall be documented in a figure.

**A2.09-2 Travel Demand Model Development**

The most recent version of SERPM 7 will be used for traffic demand modeling. The Consultant shall perform a subarea validation of the base year model to verify the model reasonably reflects traffic volumes and travel patterns in the area. The subarea must include all roadways that are anticipated to be impacted by the lane elimination and diversion. The Consultant shall review traffic modeling assumptions and inputs. Appropriate subarea modifications to socio-economic data and highway and transit network parameters (area type, facility type, speed, capacity, centroid connectors, turn penalties, routes, stops, headway, mode, operator, etc.) will be performed. The validation will be performed in accordance with the *Project Traffic Forecasting Handbook*. Moreover, the results of the subarea validation will be compared against the validation thresholds documented in the *Project Traffic Forecasting Handbook*. All modifications to the zonal data, network structure, and model parameters will be documented and carried forward to 2040 future year models.

The Consultant will review and update the 2040 horizon year Cost Feasible SERPM networks to verify that all new committed or planned projects (that impact surrounding travel patterns) are reflected in the modeling analysis. All changes to the model will be documented.

The Build model will be developed by incorporating the Build alternative improvements into the No Build model.

The model assignments will be reviewed for reasonableness and checked against counts and future land use changes.

**A2.09-3 Diversion Analysis**

The Consultant shall perform a diversion analysis using the 2040 SERPM 7 No Build (without lane elimination) and Build (with lane elimination) assignments. The purpose of the analysis is to develop an understanding of potential route diversion as a result of the lane elimination. Select link analysis may be required to verify the model results. The change in traffic volumes with and without the lane elimination should be graphically documented in a map. The results of this analysis shall be considered during the project traffic development.

**A2.09-2 Project Traffic Development**

Project traffic shall be developed for two analysis phases, namely the Growth Scenario Evaluation and Segment and Intersection-Level Operational Evaluation. The methodology for traffic projections shall be presented and approved by FDOT prior to proceeding with project traffic development.

**A2.09-2A Growth Scenario**

The Consultant shall summarize available information related to changes in future land uses and expected growth within the area surrounding the project corridor. This might include remaining portions of the Downtown DRI and other projects to provide context of the spatial relationship to the Biscayne Boulevard corridor and other regional facilities.

The Consultant shall identify possible future growth scenarios of the area roadway network including Biscayne Boulevard based upon the following activities:

1. Review of relevant traffic projections from other studies
2. Review of historical AADT growth trends and combination of historical trends with horizon year forecast
3. Review of BEBR growth projections
4. Review of SERPM 7 base year 2010 to horizon year 2040 Z-DATA growth
5. Review of SERPM 7 base year 2010 and horizon year 2040 LRTP Cost-Feasible model assignment growth

The various data sources will be compiled to document the range of possible network and corridor growth scenarios that could be anticipated through 2040 based upon the existing infrastructure along Biscayne Boulevard and planned/programmed improvements to regional roadways. Near-term growth trends will also be considered through year 2025. The growth rates will be assessed for reasonableness based on future anticipated land use changes in Downtown (including planned and programmed developments), changing travel patterns of downtown residents, and information on current and potential travel patterns of residents and employees derived from stakeholder interviews.

Year 2025 and 2040 AADTs shall be developed for each growth scenario.

**A2.09-2B Segment and Intersection-Level Operations**

The Consultant shall develop near-term 2025 and long-term 2040 traffic volumes (AADTs, DDHVs, peak hour turning movement volumes) for the No Build (without lane elimination) and three (3) lane configuration Build (with lane elimination) alternatives using one selected growth scenario. One additional set (AM and PM peak hours) of future intersection turning movement volumes will be developed that reflect a modified lane configuration scenario agreed upon with the Project Visioning Team. Forecasts will account for future traffic demands along the corridor and within the area of influence. This includes, at a minimum, all signalized intersections along Biscayne Boulevard and key intersections along the parallel streets where traffic might be expected to divert with the lane elimination.

A set of design factors (Standard K, D, and T) shall be determined utilizing traffic count data and data obtained from FDOT Florida Traffic Online. The forecasts shall be developed consistent with these design traffic factors.

Turning movement volumes shall be developed using TMTool, TURNS5-V2014, or other approved forecasting tool consistent with NCHRP 765. For this level analysis, reduced or diverted trips should be analyzed within the context of the parallel network. The development of turning movements shall consider the influence of future planned development and improvements, as well as traffic rerouting and diversion on intersection turning movement distributions.

A2.10 TRANSPORTATION ANALYSIS

**A2.10-1 Growth Scenario Evaluation**

Multimodal level of service (LOS) shall be performed for existing conditions and near-term: 2025 and long-term: 2040 for the No Build (without lane elimination) and Build (with lane elimination) alternatives for the growth scenarios determined in Task A2.09-2A. The Consultant shall perform a weekday AM and PM peak hour operational evaluation based on Highway Capacity Manual (HCM) 2010 procedures using the ARTPLAN 2012 analysis tool.

The traffic factors, Standard K (hourly design), D (directional design), T (truck factor), peak hour truck percentage, and PHF (peak hour factor), will be identified for each analysis year by the Consultant.

Based on the results of the analysis, a summary of Multimodal Quality of Service shall be prepared to document the existing and future corridor operations as a series of figures and tables to be incorporated into subsequent project documentation. This will include an aggregate discussion summarizing the overall operational performance within the context of a Complete Streets approach. Elements considered as part of this evaluation include the automobile LOS results as they apply to intersections and roadway links, as well as Bicycle, Pedestrian, and Transit LOS.

The Consultant shall qualitatively assess the potential future needs and performance of the corridor for all modes, including pedestrian, bicycling, and transit travel. This will be based upon the ARTPLAN results and an understanding on transit ridership trends, planned and programmed future transit investments, and anticipated growth on land uses that generate pedestrian and bicycling movements along the corridor.

**A2.10-2 Segment and Intersection-Level Operational Evaluation (with and without lane elimination)**

The Consultant shall evaluate the weekday AM and PM peak hour operational conditions for the existing conditions, future No Build, and three (3) lane configuration Build scenarios in the study area under one growth scenario. The analysis will also include an evaluation using an additional set of future intersection turning movement volumes for a modified lane configuration scenario agreed upon with the Project Visioning Team. The study area includes at a minimum all signalized intersections along Biscayne Boulevard and key intersections along the parallel streets where traffic might be expected to divert with the lane elimination. Additional weekend analysis maybe required.

Intersections will be evaluated based upon Highway Capacity Manual procedures and in accordance with the FDOT *Traffic Analysis Handbook (2014)*. The intent of the analysis is to identify potential intersection lane configuration needs. This scope assumes that signals will remain at most of the existing locations. Analysis of additional intersection improvement options for up to five (5) intersections will be undertaken to address identified deficiencies and/or provide a comparison to an alternative traffic control type.

The HCM 2010 module in SYNCHRO 9 (or latest version) shall be used to analyze the intersection and arterial operational performance. In cases where limitations in methodology preclude the application of HCM 2010, HCM 2000 module should be applied. The adopted minimum acceptable level of service will be identified.

The CONSULTANT shall review the existing conditions analysis to verify if the results reasonably represent field conditions. Adjustment of input values to achieve reasonable representation of the field conditions will be documented. Depending on the parameter(s) that is adjusted, the corresponding parameter(s) may be carried over to the future conditions analysis, when appropriate.

Following completion of the intersection analysis, the ARTPLAN multimodal level of service analyses for Biscayne Boulevard from the previous task will be updated to refine the intersection assumptions and any changes to multimodal considerations (pedestrian, bicyclist, and transit) that may have been identified by the Project Visioning Team. The refined ARTPLAN analysis will be used to provide a multimodal comparison between the corridor alternatives.

The following measures of effectiveness (MOEs) shall be reported:

1. Approach and overall intersection delay
2. Approach and overall intersection automobile LOS
3. Queue length
4. Arterial speed and automobile LOS
5. Pedestrian LOS and LOS Score
6. Bicycle LOS and LOS Score
7. Transit LOS and LOS Score

**A2.10-3 Identification of Mitigation Projects**

The Consultant shall identify mitigation to address any significant and adverse LOS impacts on State roads and the regional transportation system resulting from the lane elimination.

The Consultant shall outline mobility strategies for the corridor and impacted parallel facilities. Each alternative will be described in detail including suggestions for single mode and/or multimodal improvements. The Consultant shall start with a general description of all possible strategies and techniques, and through a screening process choose a specific slate of potential improvements for the corridor. Roadway improvements should be recommended for the different scenarios to ensure that the analyzed intersections will continue to operate at a level of service similar to the No Build traffic conditions. The Consultant shall prepare conceptual alternatives.

Utilizing the forecast data, results of the future conditions assessment / DTPW Metrobus AA Model Development Report, as well as the input received, Consultant will identify a series of improvement needs to be evaluated. Development patterns, redevelopment opportunities, and regulations play a major role in determining the type of multimodal alternatives that are appropriate for the corridor. Consideration shall be given to maximizing opportunities for utilization of non-vehicular modes such as bicycle, pedestrian and transit. Types of enhancements could possibly include:

1. Improving parallel roadways and/or network connectivity in the vicinity of the corridor;
2. Operations strategies to provide incremental capacity benefits;
3. Multimodal strategies to increase the movement of people in and through the corridor.

**A2.10-4 Safety Analysis**

Based upon a review of the crash history within the corridor for the most recently-available five (5) years, The Consultant shall summarize the identified crash types and frequency, crash patterns, high crash locations (intersections / segments), and identify potential near-term and long-term safety improvement strategies. As part of the evaluation of the crash history, the pedestrian / cyclist crashes will be assessed to identify locations of concern. As applicable, Consultant will document any additional observations from field reviews or information from prior studies.

The crash analysis should include an evaluation of the potential increase or decrease in crashes for the Build scenario, using the Crash Modification Factors (CMFs) from the Highway Safety Manual, the Federal Highway Administration CMF website, or other appropriate methodologies.

**A2.10-5 Assessment of Impacts** (*pedestrian and bicycle infrastructure (e.g., sidewalks, bicycle lanes, and multi-use paths and connectivity), transit, and access)*

The Consultant shall perform an assessment of impacts (pedestrian and bicycle facilities, transit, trucks, parking, emergency evacuation/access impacts, etc.).

Using the data collected in Task A2.05, existing pedestrian and bicycle facilities shall be inventoried, reviewed, and summarized within the study area. The Consultant shall coordinate with the TPO for identifying future projects within the study area.

In addition, the data collected in Task A2.05 should be analyzed to determine the impact of the transit services along the corridor using, at a minimum, the following eight performance measures:

1. Public transit routes/stop locations (including appropriateness of turn radii and lane widths and coordination with transit providers)
2. Schedule adherence/late trips
3. Bus bunching
4. Detours
5. Fare payment characteristics
6. Passenger loading and bus crowding
7. Boarding and alighting by stop
8. Passenger activity versus service provided.

The Access Class for the corridor shall be evaluated to ascertain compliance with applicable median opening and driveway spacing standards. Note that additional data and analysis may be required along parallel facilities where traffic patterns/volumes may be impacted by proposed improvements.

**A2.10-6 Documentation of Findings**

The Consultant shall prepare a summary of the Transportation Analysis. Results will be compared and summarized based upon previously identified evaluation criteria. Utilizing these evaluation criteria, the Consultant will prepare a matrix comparing the project opportunities and constraints. This will include a qualitative summary of anticipated impacts and costs associated with the various improvement strategies. This step will be used to support coordination with the Project Visioning Team as part of the process to identify the alternative(s) recommended for implementation. The Consultant shall analyze and evaluate each desired improvement to a point of sufficient decision making as a viable improvement. The impacts for each improvement shall be identified and expressed in a form suitable for comparison to other corridor improvements.

A2.11 ENVIRONMENTAL IMPACT ASSESSMENT

The Consultant shall propose an approach and methodology to best meet this criteria, as required by FDOT’s Statewide Lane Elimination Guide. The Consultant shall conduct a due-diligence / fatal flaw evaluation of the improvement strategies and recommendations that involves:

1. preliminary assessment of engineering issues (e.g. geometrics, drainage, potential R/W needs, and others) as needed to support a review and comparison of alternatives by the Department;
2. desktop assessment (using the Environmental Screening Tool and/or GIS) to evaluate the potential for environmental impacts (social, natural and physical) to be further explored during subsequent phases; and
3. assessment of potential land use patterns to support the options, and a fatal flaw screening process of these options.

A2.12 CONCEPTUAL DESIGN

The Consultant shall refine the corridor improvement alternative to address the results of the intersection operational evaluation as well as the engineering and environmental assessment. A plan view drawing of the corridor will be prepared to illustrate the potential corridor-wide concept. This corridor plan may reflect different character zones based on the context within each segment of the corridor. The Consultant will prepare conceptual design plans (including proposed typical sections) that meet FDOT design standards for all transportation modes.

A2.13 CASE SPECIFIC SPECIAL CONSIDERATIONS

The Consultant shall identify case specific considerations to support the application for the lane elimination project on Biscayne Boulevard. These considerations will illustrate that the project meets the initiative of implementing Complete Streets that the State, County, and City are committed to completing and meets the intent of the Lane Elimination Process. The Consultant shall provide the necessary arguments by highlighting consistency with previous and current plans, identifying land use characteristics, operational data, and safety and connectivity information to support the lane elimination request. The Consultant may also choose to include as part of their approach the inclusion of demonstration areas that showcase specific short-term interventions or interim measures to more forward the implementation of the project.

A2.14 COST ESTIMATES

The Consultant shall develop project planning-level cost estimates for each viable improvement alternative evaluated. Total project cost is comprised of components that include design, right-of-way, construction, and CEI. Given the planning-level detail of the concepts, cost estimates will be developed based upon FDOT’s long range estimates (LRE) methodology. Planning-level cost estimates are intended for providing a relative comparison between options. More detailed costs would be developed in the subsequent project Phase.

A2.15 IMPLEMENTATION / PHASING / FUNDING PLAN

The Consultant shall identify and describe the implementation and funding strategy for the project. The plan shall identify if the desire is to coordinate the lane elimination project with a programmed project or to advance this project independently. This section shall highlight any opportunities to share costs of studies, design, and implementation among multiple stakeholders. Since this lane elimination project leads to implementation of a Complete Street and considers facilities for multimodal users along the corridor, the Consultant shall identify alternative funding sources.

A2.16 DOCUMENTATION

**A2.16-1 PRELIMINARY PROJECT INFORMATION PACKAGE**

A Preliminary Project Information Package shall be prepared for submission to FDOT prior to the initial lane elimination meeting. This package shall provide sufficient information for the FDOT to make an initial assessment of fatal flaws that would make it infeasible for the request to move forward in the process. All items listed in the FDOT Lane Elimination Guide shall be documented in the Preliminary Project Information Package, where appropriate and applicable. Items include, but are not limited to: project description, project conceptual plan, Roadway Characteristics Inventory (RCI) information, right-of-way (ROW) information, regional transportation system and community impacts, public and elected officials outreach plan, funding sources, and implementation strategies.

**A2.16-2 CONCEPT REPORT**

The purpose of this task is to prepare a concept report summarizing the data, analyses and results supporting the lane elimination/repurposingfor review and approval by FDOT District 6 and Central Office. The Consultant shall prepare a Concept Report that provides reference to the planning context summary and the corridor purpose and needs summary developed as part of the analysis. This Report will serve as the final report for this Corridor Planning Study, and will include a synopsis of the study process, the key issues and opportunities, and the stakeholder and public engagement activities. It will also outline the alternatives developed and a summary of the alternatives evaluation. The report will also identify the potential timing of strategies, potential funding sources, and necessary actions anticipated from the various planning partners to advance the preferred alternative.

This document will also include an outline of project priorities and a recommended plan for implementation with descriptions of the phases needed for each proposed project on the priority list, anticipated timelines, and responsible parties to help guide the next step of the project, whether the improvements are short-term or long-term improvements.

A draft concept report shall be prepared and submitted for comment. A final concept report should be prepared addressing FDOT comments.

The following elements, along with the supporting documents shall be included in the concept report:

1. Alternatives to lane elimination
2. Conceptual design plans (including proposed typical sections) that meet FDOT design standards for all transportation modes
3. Need for any design variations or exceptions
4. Near and long-term traffic forecasts with and without the proposed project (with changes in travel patterns clearly shown) along corridor and adjacent roadways
5. Near- and long-term level of service (LOS) and queuing analyses for intersections and segments in the impact area (corridor and adjacent roadways), with and without the proposed project
6. Traffic diversion and mitigation to address any significant and adverse LOS impacts on State roads and the regional transportation system resulting from the lane elimination
7. Impact on pedestrian and bicycle infrastructure (e.g., sidewalks, bicycle lanes, and multi-use paths), connectivity, and accessibility
8. Impact on transit routes and/or transit stop locations (including appropriateness of turn radii and lane widths)
9. Impact on trucks and designated truck routes (including appropriateness of turn radii and lane widths and possible relocation of designated truck routes)
10. Signal timing modification (if any)
11. Case-specific special considerations (e.g. railroad crossing improvements)
12. Impact on evacuation routes
13. Impact on delivery zones
14. Impact on active construction projects
15. Impact on utilities, wetlands, and habitats
16. Impact on bridges. traffic signals, and sign structures
17. Impact on school crossing locations
18. Impact on parking supply
19. Impact on emergency response
20. Crash data, analysis, and summary
21. Identification of high-crash locations (by crash type) and locations on FDOT's 5% lists (i.e., the list of the 5% of segments and locations with the highest number of crashes)
22. Estimate of the potential increase or decrease in crashes using Crash Modification Factors (CMFs) from the Highway Safety Manual, CMFs from the Federal Highway Administration CMF website, or other appropriate methodologies
23. Conceptual access management plan
24. Conceptual funding plan (including cost estimates and funding sources)
25. Conceptual implementation plan

**A2.16-3 Preparation of Application Package**

The applicant submits the following documents to the District Coordinator:

1. Formal letter requesting the lane elimination
2. Documentation of project approval by the appropriate city or county body (e.g., a commission resolution or formal letter)
3. Documentation that public involvement activities were noticed and occurred
4. Summary of concerns and supportive comments that were voiced at the public meeting(s) or provided through written communication to the applicant, along with discussion of how any concerns were addressed
5. Final concept report (as applicable)
6. Final funding plan (as applicable)
7. Final implementation plan (as applicable)

The District Coordinator will review the formal letter and supporting documents, with input from District staff as needed. The District will send notice to Central Office (Secretary) that the applicant has submitted an application for lane elimination, it has been reviewed by the District, and the District has made a recommendation for approval (or denial). After receiving approval from the Secretary, the District Coordinator will inform the applicant that the application for lane elimination has been approved (or denied). A before-and-after study or a pilot implementation of the concept may be a condition of approval of the application.

A2.17 MEETINGS

1. **Initial Lane Elimination Meeting ‑ Preparation for and participation in methodology meeting with District review team**

The Lane Elimination Review and Approval Process is initiated when the applicant meets with the District for the first time to discuss a potential or proposed lane elimination project. The Initial Meeting will be arranged by the District Coordinator, who will be responsible for inviting the District's multi-disciplined reviewers to the Initial Meeting and providing them with any materials transmitted by the applicant in advance of the meeting. The purpose of the Initial Meeting is the sharing of preliminary information about the proposed project, discussion of key issues, and a discussion of FDOT concerns. Typically, this meeting is an opportunity for the applicant to gain an understanding of the Lane Elimination Review and Approval Process. District reviewers are not required to prepare consolidated comments in advance of the Initial Meeting.

At the Initial Meeting, District reviewers will identify any challenges that may make it infeasible for the applicant to proceed with the proposed lane elimination project. If no such challenges are identified, District reviewers at the Initial Meeting will prepare a list of elements for the applicant to analyze in detail and provide to the District in the form of a concept report. The concept report will be discussed at the Interim Meeting in Stage 2. The District Coordinator will also send notice to Central Office (Public Involvement Office) that the District has been contacted about a lane elimination proposal. The District Coordinator will provide a summary of the Initial Meeting as well as the list of elements to be addressed in Stage 2 to the applicant and to the District reviewers.

1. **Presentation(s) to elected officials and boards.**
2. **Interim Lane Elimination Meeting ‑ Preparation for and participation in meeting with District review team to review comments on draft concept report**

The purpose of the Interim Meeting is to discuss the results of the detailed analysis conducted by the applicant following the Initial Meeting. The applicant will provide a complete Draft concept report that summarizes this analysis to the District Coordinator no less than 30 days in advance of the Interim Meeting so that District reviewers have adequate opportunity to review the report. District reviewers' comments on the concept report will be consolidated by the District Coordinator in advance of the Interim Meeting and shared at the meeting for the purposes of discussion. The concept report requirements and the items to be discussed at the Interim Meeting will be identified at the Initial Meeting.

Following discussion of District reviewers' comments on the concept report, District staff and the applicant will jointly determine if further analysis is needed. A follow-up meeting may be scheduled by the District Coordinator to resolve outstanding comments and concerns.

At the conclusion of the Interim Meeting, the District Coordinator will send notice to Central Office (Public Involvement Office) that a concept report for a proposed lane elimination project has been received and reviewed by the District. The notice shall indicate whether or not the concept report proves the project’s viability from a capacity, operations and safety perspective. The District Coordinator will also provide a summary of the Interim Meeting to the applicant and to the District reviewers. The summary will include a list of items to be addressed before the District will approve a formal application for lane elimination in Stage 3.

1. **Coordination Meetings**

As part of the analysis process, the Consultant will prepare for and attend meetings as necessary according to the project schedule. These will include but are not limited to meetings with City of Miami and Miami Dade County Staff and/or FDOT.

A2.18 PERSONNEL

**A2.18.1** **General Requirements**

The Consultant shall provide sufficient personnel who possess the experience, knowledge, requirements and character to adequately perform the duties assigned for each specific assignment under this Scope of Services. Unless otherwise agreed by the City of Miami, the City will not compensate straight overtime or premium overtime.

**A2.18.2** Consultants Safety Program

Individuals designated by the Consultant for the project should have appropriate level of safety training for their assigned duties.

**A2.18.3** **Personnel Qualifications:**

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Project Manager the names of personnel proposed for assignment to the Project, including a detailed resume for each containing at a minimum salary, education, and experience. A request for approval shall be submitted to the Project Manager at least two weeks prior to the date an individual is to report to work.

Before the project begins, all project staff shall have a working knowledge of the current FDOT PPM Design Manual and must possess all the necessary certifications for obtaining the duties of the position they hold. The Consultant Project Manager shall assure that the City of Miami’s current practices, policies, and procedures are met throughout the course of the project. Cross training of the Consultant’s project staff is highly recommended to ensure a knowledgeable and versatile project inspection team and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. The Construction Program Manager or designee will have the final approval authority.

A2.19 STAFFING

Upon Agreement execution, the Consultant shall establish and maintain appropriate staff which possesses the experience, knowledge, requirements and character to adequately perform assigned project duties. If needed, in order to assist in resolving disputed final pay quantities, Project Manager may ask the Consultant to provide personnel familiar with aspects of a project’s final measurements.

The Consultant shall replace staff whose performance is unsatisfactory within one week of City notification. Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to perform services under this Scope of Services. Personnel changes will require written approval from City.

A2.20 TIME FRAMES FOR COMPLETION

The Consultant, in consultation with the City, shall perform its work in such a manner as to comply with a mutually agreed schedule. Consultant is to provide the City a schedule of work within seven (7) days of contract execution.

A2.21 ADDITIONAL SERVICES

Additional services are not anticipated for this contract. Any services not provided for in the above Scope of Services will be considered additional services. The Consultant shall only provide Additional Services as mutually agreed upon between the Consultant and the City. Additional Services shall either be identified in a Work Order or shall be authorized by written approval of the OCI Director before work is performed.

**ARTICLE A3 CHANGE ORDERS**

Changes in the quantity or character of the Project within the scope of the work, including all changes resulting in changes in the Compensation, or the Schedule, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City.

The Consultant shall be required to provide the City with a detailed Change Proposal Request which shall include requested revisions to the Proposal, including but not limited to adjustments to the Compensation and Schedule, if applicable. The Consultant is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the City may require that the Consultant submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by classification, and Project classification and overhead rates in support of Consultant's Change Proposal Request. The Consultant's Change Proposal Request must include any schedule revisions and an explanation of the cost and schedule impact of the changes on the Project.

**ARTICLE A4 REIMBURSABLE EXPENSES**

**A4.01 GENERAL**

Reimbursable Expenses cover those services and items authorized by City in addition to the Basic and Additional Services and consist of actual, direct expenditures made by Consultant for the purposes listed below. Transportation, travel and per diem expenses within Dade, Broward, or Palm Beach Counties shall not be considered as reimbursable expenses under this Agreement.

**A4.01-1**

Communications Expenses: Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between Consultant’s various permanent offices and Sub-Consultant. Consultant’s field office at the Project site is not considered a permanent office. Cell phones will not be considered as a reimbursable expense under this agreement.

**A4.01-2**

Reproduction, Photography: Cost of printing, reproduction or photography, beyond that which is required by or of Consultant’s part of the work, set forth in this Agreement.

**A4.01-3**

Other: Items not indicated in Section 4.01 when authorized by the Program Manager.

**ARTICLE A5** **CITY’S RESPONSIBILITIES**

**A5.01 PROJECT & SITE INFORMATION**

City, at its expense and insofar as performance under this Agreement will furnish Consultant with the information described below, or, if not readily available, may authorize Consultant to provide such information as an Additional Service, eligible as a Reimbursable Expense.

**A5.01-1** Plans & Specifications: City shall provide to the Consultant copies of the permitted plans and the specifications prepared by the Design Professional.

**A5.01-2** City’s Standard Specifications for Road and Bridge Construction.

**A5.01-3** Copy of the Executed Construction Contract.

**ARTICLE A6 CONSULTANT FURNISHED DOCUMENTS AND EQUIPMENT**

**A6.01** Consultant shall provide as part of its Basic Services the following documentation and equipment, which shall be part of the Basic Services fee.

**A6.01-1 FDOT Documents**

All applicable FDOT documents, as indicated in the City’s Standard Specifications for Road and Bridge Construction, shall be provided by the Consultant. Most, if not all, FDOT documents, specifications, directives, procedures, and standard forms are available through the FDOT’s internet website.

**A6.01-2** **Vehicles**

Vehicles used in the field by inspectors will be suitable for their intended purpose and will be equipped with appropriate safety equipment. Vehicles shall have the name and phone number of the consulting firm visibly displayed.

**A6.01-3** **Field Equipment**

The Consultant shall supply survey, inspection, and testing equipment in order to carry out the Scope of Services, and other items as determined by the Construction Project Manager. Quality and quantity of such items is to meet the Construction Project Manager’s approval.

Hard hats and other appropriate safety gear will be provided to all field personnel. Hard hats shall have the name of the consulting firm visibly displayed.

Computers, Personal Digital Assistants (PDAs), printers, and other related hardware will be provided by the Consultant.

Such equipment includes those non-consumable and non-expendable items, which are normally needed for a Transportation Planning and Traffic Engineering Services project and are essential in order to carry out the Scope of Services.

Equipment described herein under this section will remain the property of the Consultant.

The Consultant’s handling of nuclear density gauges shall be in compliance with their license.

The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of Services.

**A6.01-4** **Licenses**

The Consultant will be responsible for obtaining proper licenses for testing equipment and personnel operating testing equipment when licenses are required. The Consultant shall make the license and supporting documents available to the City of Miami, for verification, upon request. Radioactive Materials License for use of Surface Moisture Density Gauges shall be in compliance with FDOT’s requirements.

**SCHEDULE A1 - Sub Consultants**

|  |  |
| --- | --- |
| **FIRM NAME** | **CONSULTING FIELD** |
|  |  |
|  |  |

**SCHEDULE A2 – KEY STAFF**

|  |  |
| --- | --- |
| **NAME** | **JOB CLASSIFICATION** |
|  |  |
|  |  |
|  |  |
|  |  |

# **ATTACHMENT B - COMPENSATION AND PAYMENTS**

**ARTICLE B.1 METHOD OF COMPENSATION**

The fees for Professional Services for each Work Order shall be determined by one of the following methods or a combination thereof, at the option of the Director or designee, with the consent of the Consultant.

1. A Lump Sum (See Section B3.01).
2. An Hourly Rate, as defined B3.02 in Section and at the rates set forth therein.

**NOTE:** The Lump Sum manner of compensation is the preferred and the primary form of compensation.

* 1. **COMPENSATION LIMITS**

The aggregate sum of all payments for fees and costs, including reimbursable expenses, to the Consultant payable by the City under this Agreement shall be limited to the amount specified in Section 2.03-1 as the maximum compensation limit for cumulative expenditures under this Agreement. Under no circumstances will the City have any liability for work 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 City Code by the City Manager or City Commission as applicable as an increase to the Agreement and put into effect via an Amendment to this Agreement.

* 1. **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 shall not be exceeded. In the event they are so exceeded, the City shall have no liability or responsibility for paying any amount of such excess, which will be at Consultant’s own cost and expense.

1. **WAGE RATES** 
   1. **FEE BASIS**

All fees and compensation payable under this Agreement shall be formulated and based upon the averages of the certified Wage Rates that have received and approved by the Director. The averages of said certified Wage Rates are summarized in Schedule B1 incorporated herein by reference. Said Wage Rates are the effective direct hourly rates, as approved by the City, of Consultant and Sub-Consultant 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.

* 1. **EMPLOYEES AND JOB CLASSIFICATIONS**

Schedule B1 identifies the professions, job categories and/or employees expected to be used during the term of this Agreement. These include architects, 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 Services, the City reserves the right to recommend the use of Consultant employees at particular Wage Rate levels.

* 1. **MULTIPLIER**

For Work assigned under this Agreement, a maximum multiplier of 2.9 for home office and 2.4 for field office shall apply to Consultant’s hourly Wage Rates in calculating compensation payable by the City. The field office multiplier will be utilized for full time staff assigned to the City of Miami and housed at a City facility. Should the Consultant have an approved multiplier with the State of Florida or Miami Dade County, the City may elect to utilize of these multipliers should they be less than above stipulated rates. Said multiplier is intended to cover Consultant employee benefits and Consultant’s profit and overhead, including, without limitation, office rent, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, stenographic, administrative and clerical support, other employee time or travel and subsistence not directly related to a project. Failure to comply with this section shall be cause for cancellation of this Agreement. The Consultant and all Sub Consultants shall provide to the City current certified audit statements reflecting their overhead at the request of the City.

* 1. **CALCULATION**

Said Wage Rates are to be utilized by Consultant in calculating compensation payable for specific assignments and Work Orders as requested by City. Consultant shall identify job classifications, available staff and projected man-hours required for the proper completion of tasks and/or groups of tasks, milestones and deliverables identified under the Scope of Services as exemplified in Schedule A2, Key Staff.

* 1. **EMPLOYEE BENEFITS AND OVERHEAD**

Regardless of the method of compensation elected herein, compensation paid by City shall, via the Multiplier, cover all Consultant costs including, without limitation, employee fringe benefits (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and unemployment benefits) and an overhead factor. Failure to comply with this section shall be cause for cancellation of this Agreement.

* 1. **ESCALATION**

There shall be no escalation clause as part of this Agreement.

1. **COMPUTATION OF FEES AND COMPENSATION**

The City 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:

* 1. LUMP SUM:

Compensation for a Scope of Services shall generally be a Lump Sum, either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the City, to be mutually agreed upon in writing by the City and the Consultant and stated in a Work Order. Lump Sum compensation is the preferred method of compensation.

### **B3.01-1 Lump Sum**: shall be the total amount of compensation where all aspects of Work are clearly defined, quantified and calculated.

### **B3.01-2 Modifications to Lump Sum:** If the City authorizes a substantial or material change in the Scope of Services or level of staffing, the Lump Sum compensation for that portion of the Services may be equitably and proportionately adjusted by mutual consent of the Director or designee and Consultant, subject to such additional approvals as may be required by legislation or ordinance.

### **B3.01-3** Lump Sum compensation shall be calculated by Consultant, utilizing the Wage Rates established herein including multiplier, and reimbursable expenses as attached in Schedule B2. Prior to issuing a Work Order, the City may require Consultant, to verify or justify its requested Lump Sum compensation. Such verification shall present sufficient information as depicted in Schedule A2.

* 1. **HOURLY RATE FEES**
     1. Hourly Rate Fees shall be those rates for Consultant and Sub-Consultant employees identified in Schedule B1 Wage Rates. The City shall have no liability for any fee, cost or expense above this figure.
     2. **Conditions for Use:**

Hourly Rate Fees shall be used only in those instances where the parties agree that it is not possible to determine, define, quantify and/or calculate the complete nature, and/or aspects, tasks, man-hours, or milestones for a particular Project or portion thereof at the time of Work Order issuance. Hourly Rate Fees may be utilized for Additional Work that is similarly indeterminate. In such cases, the City will establish an Allowance in the Work Order that shall serve as a Not to Exceed Fee for the Work to be performed on an Hourly Rate Basis.

* 1. **REIMBURSABLE EXPENSES**

Any fees for authorized reimbursable expenses shall not include charges for 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 or travel and subsistence not directly related to a project. All reimbursable services shall be billed to the City at direct cost expended by the Consultant. City authorized reproductions in excess of sets required at each phase of the Work will be a Reimbursable Expense.

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

* 1. FEES FOR ADDITIVE or DEDUCTIVEALTERNATES:

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

* 1. **FEES FOR ADDITIONAL SERVICES**

The Consultant may be authorized to perform Additional Services for which additional compensation and/or Reimbursable Expenses, as defined in this Agreement under Sections B3.053 and B3.035, respectively, may be applicable. Consultant shall utilize the Work Order Proposal Form and worksheets which can be found on the City’s Webpage at <http://www.miamigov.com/CITP/forms.html>.

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.

* + 1. **Determination Of Fee**

The compensation for such services will be one of the methods described herein: mutually agreed upon Lump Sum; Hourly Rate with a Not to Exceed Limit, or Percentage of Construction Cost.

* + 1. **Procedure and Compliance**

An independent and detailed Notice to Proceed, and an Amendment to a specific Work Order, shall be required to be issued and signed by the Director for each additional service requested by the City. The Notice to Proceed will specify the fee for such service and upper limit of the fee, which shall not be exceeded, and shall comply with the City of Miami regulations, including the Purchasing Ordinance, the Consultant’s Competitive Negotiation Act, and other applicable laws.

* + 1. **Fee Limitations**

Any authorized compensation for Additional Services, either professional fees or reimbursable expenses, shall not include additional charges for 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, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. For all reimbursable services the Consultant will apply the multiplier of one- (1.0) times the amount expended by the Consultant.

* 1. **PAYMENT EXCLUSIONS**

Consultant shall not be compensated by City for revisions and/or modifications to drawings and specifications, for extended construction administration, or for other work when such work is due to errors or omissions of Consultant as determined by City.

* 1. **FEES RESULTING FROM PROJECT SUSPENSION**

If a project is suspended for the convenience of the City for more than three months or terminated without any cause in whole or in part, during any Phase, the Consultant shall be paid for services duly authorized, performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due, 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 shall be subject to renegotiations.

1. **PAYMENTS TO THE CONSULTANT**
   1. **PAYMENTS GENERALLY**

Payments for Basic Services may be requested monthly in proportion to Services performed during the prior month. For the Lump Sum portion of this Agreement, payments shall be made monthly in an amount equal to 1/12th the annual Lump Sum total compensation. Hourly Rate payments shall be made on the basis of actual hours worked based on the Hourly Rate Fee, accompanied by a duly certified invoice, giving names, classification, salary rate per hour (not to exceed the values depicted in Schedule B1), hours and associated tasks worked and total charge for all personnel directly engaged Services.

Recurring Reimbursement Expenses established at an annual lump sum as shown in Schedule B3 may be invoiced monthly, and paid as noted above for the Lump Sum portion of the Agreement. Other, pre-approved Variable Reimbursement Expenses are to be invoiced within 120 days of the Consultant’s expenditure thereof.

Sub Consultant’s fees and Reimbursable Expenses shall be billed to the City in the actual amount paid by Consultant.

Consultant shall utilize the City standard Consultant Invoice Form available on the OCI website <http://www.miamigov.com/CITP/forms.html>. Failure to submit invoice(s) within 60 days following the provision of Services contained in such invoice may be cause for a finding of default.

* 1. **FOR COMPREHENSIVE BASIC SERVICES**

For those Projects and Work Orders where comprehensive design services are stipulated, said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation indicated below for each Phase.

* 1. **BILLING – HOURLY RATE**

Invoices submitted by Consultant shall 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 shall submit for approval by the Director, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to and incurred by Sub-Consultants engaged on the Project. In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

* 1. **PAYMENT FOR ADDITIONAL SERVICES & REIMBURSABLE EXPENSES**

Payment for Additional Services may be requested monthly in proportion to the services performed.

When such services are authorized on an Hourly Rate basis, the Consultant shall submit for approval by the Director, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to or costs incurred by Sub-Consultants engaged on the project or task.

In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

* 1. **DEDUCTIONS**

No deductions shall be made from the Consultant’s compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

**REIMBURSABLE EXPENSES:**

* 1. **GENERAL**

Reimbursable Expenses are those items authorized by the City outside of or in addition to the Scope of Services as identified in the Work Order (as Basic Services and/or Additional Services) and consist of actual expenditures made by the Consultant and the Consultants’ employees, Sub-Consultants, and Special Sub-Consultants in the interest of the Work for the purposes identified below:

* + 1. **Communication Expenses**

Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between the Consultant’s various permanent offices. The Consultant’s field office at the Project site is not considered a permanent office.

* + 1. **Reproduction, Photography**

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

* + 1. **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.

* 1. **REIMBURSEMENTS TO SUB-CONSULTANTS**

Reimbursable Sub-Consultant’s expenses are limited to the items described above when the Sub-Consultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Director and subject to all budgetary limitations of the City and requirements herein.

1. **COMPENSATION FOR REUSE OF PLANS AND SPECIFICATIONS**
   1. **GENERAL**

It is understood that all Consultant agreements and/or work orders for new work will include the provision for the re-use of plans and specifications, including construction drawings, at the City’s sole option, by virtue of signing this agreement they agree to a 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.

# **ATTACHMENT C – FDOT CERTIFICATIONS AND FORMS**

Consultant and each sub-Consultants must execute and submit with their contract the following **FDOT certifications and forms**:

1. In addition to the above-specified certifications and forms identified in Section 9 of the Request for Qualifications, the Agreement with the Consultant and all sub-Consultant contracts shall include all provisions found in **FDOT Form #375-040-84 Terms for Federal Aid Contracts** which is attached hereto.