



June 17, 2023

Jose R. Gonzalez, P.E.  
Director, Transportation and Mobility Department  
City of Miami Beach  
1700 Convention Center Drive, 3<sup>rd</sup> Floor  
Miami Beach, Florida 33139

Re: Second Amendment to Professional Services Agreement, Consultant Service Order #11

Dear Mr. Gonzalez:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Amendment to an existing Consultant Service Order (CSO) to the City of Miami Beach ("Client") for providing Program Management Services for an Intelligent Transportation Management System and Smart Parking System ("Project"). This agreement constitutes an amendment to the previously authorized CSO #11. This CSO provides services in accordance with the terms of the Master Agreement for Continuing Professional Services ("Master Agreement") dated October 23, 2015, which is incorporated herein by reference.

## Scope of Services

The original CSO #11 was intended to cover project administration and technical support for a duration of approximately six (6) months. An initial amendment was added to account for an additional 12-month duration of Kimley-Horn project administration and technical support beyond the initial six (6) month duration. The CSO was also intended to provide support relative to the transition to occupancy and operations from Kimley-Horn's Subconsultant, Gannett Fleming.

This amendment provides for an additional twenty-four (24)-months duration of Kimley-Horn and Gannett Fleming project administration and technical support beyond the current authorization, or until approximately July 2026. Since the overall scope of this CSO is relatively fluid, Kimley-Horn will provide the services on an hourly basis with an estimated, not-to exceed budget. Tasks consist of:

- Provide on-going administration of the Project on behalf of the City, including day-to-day monitoring and oversight at the construction site as well as weekly and monthly meetings between engineers, architects, contractors, and representatives of the City. The Consultant/Subconsultant will make recommendations to the City after reviewing tests, reports, correspondence, pay requests, invoices, claims, "as-built" documents and equipment manuals.
- Issue instructions from the City to the Contractor and review documents supporting change orders and supplemental agreements. The Program Manager may, as the City's representative, require special inspection or testing of the work and act as interpreter of the requirements of the contract documents and assess the performance of the parties thereto.

- Review Contractor's Applications for Payment and the accompanying data and schedules. The Consultant will indicate whether the Application for Payment is valid and advise the City as to the amount owed to the Contractor.
- Coordinate or conduct such inspections as are necessary to determine the pending completion of work or portions thereof.
- Assist the City in post-construction activities including project closeout, commissioning, and organization of Project documentation, such as as-builts, operation and maintenance manuals and shop drawings.
- Maintain project files and Sharefile for work activities, tasks and other events including correspondence between City, stakeholders, manufacturers, equipment vendors, local, state, and federal agencies, etc. as related to this contract
- Complete up to six (6) 30-day "look ahead" schedules based on Contractor's project schedules.
- Review and make recommendations to the City regarding the need for, accuracy of, and cost justification for proposals for various City-supplied work, testing services, and additional services authorization that may be needed during the course of the work.
- Recommend, arrange for, and budget additional on-site representation that may be deemed necessary by the City
- Provide support for operations initiation and training
- Provide support in equipment commissioning

The Consultant/Subconsultant shall have no responsibility for Contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant/Subconsultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents. Consultant neither guarantees the performance of Contractors, nor assumes responsibility for any Contractor's failure to perform its work in accordance with the contract documents.

The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any Contractor shall state that the Contractor shall be solely responsible for job site safety and its means and methods; that the Contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the Contractor's general liability insurance policy.

## **Additional Services**

The support assumes an estimated duration of approximately twenty-four (24) months. Additional time will require an amendment to this CSO.

## Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

## Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreeable schedule.

## Fee and Expenses

Kimley-Horn will perform the services on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. The fee estimates associated are for general budgeting purposes only and actual fees may be less or more than the estimates.

Task	Fee	Fee Type
Additional Project Administration, Technical Support, and Occupancy Support		
	<i>Kimley-Horn</i>	<i>cost plus</i>
	<i>Gannett Fleming</i>	<i>cost plus</i>
Expenses	\$12,000.00	cost plus
<b>Total</b>	<b>\$1,383,735.20</b>	<b>cost plus</b>

Fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the executed Master Agreement for Continuing Professional Services dated October 23, 2015, which is incorporated herein by reference. As used in the Master Agreement, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to The City of Miami Beach.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_\_ Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute a Purchase Order and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jill Capelli, P.E.  
Senior Vice President

Attachments: Kimley-Horn Fee Estimate  
Subconsultant Scope of Services

**Program Work Plan - Person-Hour Estimate**

Project Name: Miami Beach Program Management Services for an Intelligent Transportation Management System and Smart Parking System (RFQ 2015-115-JR)  
 Task Name: Second Amendment to CSO #11, Project Administration, Technical Support, and Occupancy Support  
 Date Prepared: 17-Jun-24

Task Number	Task Name	Direct Labor (Person-Hours) <sup>1</sup>					Total
		Principal	Senior Professional	Professional	Technical Support	Support Staff	
Rates		\$266.32	\$248.95	\$185.27	\$150.53	\$69.47	
<b>Project Administration, Technical Support, and Occupancy Support</b>							
	<i>Project Meetings/Coordination</i>	180	280	280	280	160	1180
	<i>Testing Reviews</i>	40	120	140	120	40	460
	<i>Schedule Updates</i>	20	40	40	80	60	240
	<i>Project Documentation and File Management</i>	80	240	240	120	80	760
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<i>Total</i>		320	680	700	600	340	2640
							<b>Task Labor Fee \$ 498,135</b>

Notes: 1/ Reflects rates from Contract Amendment 2, Exhibit B

**Total Kimley-Horn Labor \$ 498,135.20**  
**Expenses \$ 2,000.00**  
**TOTAL \$ 500,135.20**

## **1.0 INTRODUCTION/BACKGROUND**

The City of Miami Beach requires the support of Consultants to augment staff in the construction of the Intelligent Transportation Management and Smart Parking System (Project), which consist of deployment of Intelligent Transportation System (ITS) infrastructure on roads and facilities within the City of Miami Beach.

The City of Miami Beach is delivering the Project as a Design-Build, Operate, and Maintain (DBOM) and has contracted a firm that includes a designer that will develop final plans, as well as a complete specification package.

The project will require coordination with the Florida Department of Transportation (FDOT) District 6 and Miami-Dade County. Gannett Fleming is a Sub-Consultant to Kimley-Horn and Associates, Inc. (KHA), that serves as the Prime Consultant in the Project.

## **2.0 OBJECTIVES**

The objective of this Task Work Order (TWO) is to provide Construction Engineering and Inspection (CEI) services associated with the Project. The support staff personnel shall functionally report to the Management team by the City of Miami Beach and KHA. A written Notice to Proceed (NTP) will be issued to Gannett Fleming indicating the start date for the work. No work will be performed by Gannett Fleming until NTP has been issued.

The on-site support under this TWO will serve primarily to oversee construction activities and will include field personnel and a construction administration, as required by the City of Miami Beach.

## **3.0 SCOPE OF WORK**

- Provide on-site representative to observe and document construction and testing activities and assist the City of Miami Beach in determining if the work is performed according to the associated Project drawings and specifications. Contract plans, FDOT Standard Specifications for Roads and Bridges, and applicable manuals will be used to monitor construction activities.
- Prepare Daily Reports documenting construction performance and inspections including photographic documentation of construction activities.
- Gannett Fleming's representatives will attend and participate at project construction meetings to update the City of Miami Beach on the status of the construction, including construction activities accomplished to date, potential and/or actual construction problems and delays, and upcoming work to be completed by the construction Contractor.
- Monitor quality control and quality assurance materials testing, testing analysis, and reporting. Gannett Fleming can perform concrete and density testing in the field, any laboratory work will be provided by the City of Miami Beach or by a sub consultant of Gannett Fleming.

- Conduct field inspections to review and verify environmental protection measures installed by the construction Contractor comply with regulatory requirements.
- Upload/Download information using the desired document control software, to be provided by the City of Miami Beach and / or KHA.
- Video tape pre-existing conditions.
- Monitor the relocation of utility lines, if needed.
- Monitor Maintenance of Traffic (MOT) set up in the field. In the case MOT set up in the field does not comply with the Contract Documents, the City of Miami Beach will be notified.
- Review construction schedule, baseline, and monthly updates.
- Monitor impact to construction by weather on a monthly basis.
- Review and comment on testing plans.
- Provide support and oversight for the stand alone, sub-system, and system test, in coordination with the City of Miami Beach and FDOT D6.
- Provide recommendations for payment in a monthly basis, based on the quantities installed in the reporting period.
- ITS inspector will generate an electronic red mark on the Released for Construction Plans, showing any changes in the construction phase.
- Confirm contractual obligations are met related to spare parts, training and Operation and Maintenance (O&M) manuals.
- Provide a recommendation to the City of Miami Beach that all construction activities have been completed in accordance with the contract document.
- Participate in the resolutions of claims for extra work, time extensions, and any other contract modifications, and provide recommendations to KHA and the City of Miami Beach, provided that there is enough budget in the TWO to perform those activities.
- Perform a monthly report showing the progress of the work on the reporting period.

#### **4.0 ASSUMPTIONS**

- Gannett Fleming is only responsible for the inspection work that can be physically overseen in the field. If there is no inspection workforce on site, Gannett Fleming will not certify compliance with the contract documents.



- In certain cases, Contractors work long hours that require that inspection personnel stay in the field to monitor construction activities. The City of Miami Beach will approve straight-time hours above normal 40-hour work week so that inspection personnel can oversee construction operations.
- To perform the CEI work in accordance with the Contract Documents and oversee compliance with plans and specifications, Gannett Fleming anticipates the need of a full time ITS inspector (40 hours per week) and a 50% CEI Project Administrator. This TWO is drafted for a twenty-four (24)-month duration. If construction and testing extends beyond the estimated duration, an amendment of this TWO to supplement funds will be required.
- Gannett Fleming has capabilities of performing shop inspections for ITS devices and structural / coating. Should the City of Miami Beach require shop inspection oversight by Gannett Fleming, it will be negotiated in a separate TWO, including hourly rates and miscellaneous travel expenses.

**5.0 COMPENSATION**

Gannett Fleming will perform the Work detailed in this TWO, not to exceed the fee of \$883,600.00 following the contract rates for the KHA’s Team. This Proposal is based exclusively on the staff outlined in Estimate of Work Effort Schedule. If multiple crews are used by the Contractor, Gannett Fleming will require additional personnel to monitor simultaneous work. Gannett Fleming will monitor the budget on a weekly basis and maintain periodic communication with KHA and the City of Miami Beach. If it is noticed that the pace of construction operations is affecting the CEI budget and may not be able to complete the CEI tasks with the remaining budget balance, Gannett Fleming will present a report with the proposed budget vs. the actual budget spent, evaluate the remaining construction activities, and elaborate a conclusion to determine the CEI needs to accomplish the project completion.

**6.0 ESTIMATE OF WORK**

The estimate of work is drafted for a 24-month duration, following the professional service contract rates. Hourly rates to be updated with escalation before the TWO is signed.

Staff Category	Month																								Total Months	Total MH	Hourly Rate	Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Technical Support	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	4160	\$130.00	\$540,800.00
Professional	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	24	2080	\$160.00	\$332,800.00
WSP USA Materials Testing																												\$10,000.00
																											TOTAL	\$883,600.00