

**CITY OF NORTH MIAMI  
ARCHITECTURAL & ENGINEERING  
CONTINUING SERVICES AGREEMENT**

**(RFQ #12-14-15; Roadway, Traffic & Transportation Engineering and Consulting Services)**

**THIS PROFESSIONAL ARCHITECTURAL & ENGINEERING CONTINUING SERVICES AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of 7/28/2016, 2016, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida (“City”), and **T.Y. Lin International**, a foreign for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 345 California Street, Suite 2300, San Francisco, CA 94104 (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

**RECITALS**

**WHEREAS**, on March 24, 2015, the City of North Miami (“City”) advertised *Request for Qualifications # 12-14-15, Continuing Architectural & Engineering Services* (“RFQ”), for the purpose of retaining experienced, licensed and insured architectural and engineering firms to provide on a continuing, as-needed when needed basis, the following specific professional services: Architecture/Interior Design, Roadway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering; and

**WHEREAS**, the RFQ was administered in accordance with the State of Florida’s Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes (2015); and

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

**WHEREAS**, on June 9, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R-116, approving the selection of Consultant for the provision of Services on a continuing-contractual basis; and

**WHEREAS**, the City is in need of Roadway, Traffic & Transportation Engineering and Consulting Services in preparation of conceptual designs, construction documents and specifications for the NE 125<sup>th</sup> Street Streetscape Project between NE 6<sup>th</sup> Avenue and NE 10<sup>th</sup> Avenue, including recommended materials, lighting, furnishings and other elements critical to the design of the streetscape project, consistent with Florida Department of Transportation (FDOT) *Complete Street* principles, as more fully delineated in the attached Proposal (collectively referred to herein as “Services”); and

**WHEREAS**, on June 28, 2016, the Mayor and City Council passed and adopted Resolution No. 2016-R-68, authorizing the City Manager to execute this Agreement for the provision of Services, serving to improve the health, safety and welfare of all City residents.

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

**ARTICLE 1 - RECITALS**

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

**ARTICLE 2 - CONTRACT DOCUMENTS**

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

2.1.1 The City's *Request for Qualifications No. 12-14-15, Continuing Architectural and Engineering Services*, attached hereto by reference;

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

2.1.3 Resolution No. 2015-R-52, passed and adopted by the Mayor and City Council on June 9, 2015, approving the selection of Consultant for the provision of Services, attached hereto as Exhibit "A";

2.1.4 Resolution No. 2016-R-68, passed and adopted by the Mayor and City Council on June 28, 2016, authorizing the execution of this Agreement, attached hereto as Exhibit "B";

2.1.5 Consultant's proposal for the *NE 125<sup>th</sup> Streetscape Project*, dated June 1, 2016 ("Proposal"), attached hereto as Exhibit "C";

2.1.6 Consultant's Certificate of Insurance dated June 29, 2016, attached hereto as Exhibit "D";

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

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

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

2.2.2 This Agreement.

2.2.3 The RFQ.

2.2.4 The Proposal.

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

**ARTICLE 3 – TIME FOR PERFORMANCE**

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed a period of eighteen (18) months, from the City’s issuance of a Notice to Proceed. Unless the Agreement is terminated earlier by the City, with or without cause, Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Consultant and the acceptance of Services by the City.

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

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

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

**ARTICLE 4 - COMPENSATION**

4.1 Consultant shall be paid the amount not to exceed One Hundred Ten Thousand Twenty Eight Dollars (\$110,028.00) as full compensation for Services, pursuant to Contract Documents.

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

**ARTICLE 5 - SCOPE OF SERVICES**

5.1 Consultant agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

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

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

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

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

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

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

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

#### **ARTICLE 7 - INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 8 - DEFAULT**

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after

receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

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

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

**ARTICLE 10 - INDEMNIFICATION**

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

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2016). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

**ARTICLE 11 - INSURANCE**

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

Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

**ARTICLE 12 - OWNERSHIP OF DOCUMENTS**

12.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2016).

12.2 The Consultant shall additionally comply with Section 119.0701, Florida Statutes (2016), including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes (2016), or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

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

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

**ARTICLE 13 - NOTICES**

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

For Consultant: T.Y. Lin International  
Attn: Francisco J. Alonso, Project Manager  
201 Alhambra Circle, Suite 900  
Coral Gables, FL 33134

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

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

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

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

**ARTICLE 14 - CONFLICT OF INTEREST**

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

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

**ARTICLE 15 - MISCELLANEOUS PROVISIONS**

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

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

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

provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Corporate Secretary or Witness:

DocuSigned by:  
*Pablo M. Bielecki*  
By: E4D89C8CF6734B2...  
Pablo M. Bielecki  
Print Name: \_\_\_\_\_  
Date: 7/28/2016

T.Y. Lin International, a foreign for-profit corporation:  
"Consultant"

DocuSigned by:  
*Mariano Valle*  
By: 9B96242E7EFC4A2...  
Mariano Valle  
Print Name: \_\_\_\_\_  
Date: 7/27/2016

ATTEST:

DocuSigned by:  
*Michael A. Etienne*  
By: 2C7040872EE8414...  
Michael A. Etienne, Esq.  
City Clerk

City of North Miami, a Florida municipal corporation:  
"City"

DocuSigned by:  
*Larry Spring*  
By: C23984DEA2724CF...  
Larry M. Spring, Jr.  
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:  
*Jeff P. H. Cazeau*  
By: 3C2C76D6B7D5464...  
Jeff P. H. Cazeau, Esq.  
City Attorney



**RESOLUTION NO. 2015-R-52**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF PROFESSIONAL CONTRACTORS FOR THE PROVISION OF ARCHITECTURAL AND ENGINEERING SERVICES ON A CONTINUING CONTRACT BASIS WITH THE CITY OF NORTH MIAMI, PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 12-14-15 CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the City of North Miami ("City") desires to have a pool of professional firms ready to serve as contractors to provide the City with Architectural and Engineering related services on a continuing contract basis; and

**WHEREAS**, on March 24, 2015, the City issued *Request for Qualifications # 12-14-15, Continuing Architectural and Engineering Services* ("RFQ"), for the purpose of retaining experienced, licensed, and insured architectural and engineering firms to provide on a continuing, as-needed when-needed contract basis, the following specific professional services: Landscape Architecture/Interior Design, Roadway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering (collectively referred to herein as "Services"); and

**WHEREAS**, the RFQ was undertaken in accordance with Florida's Consultants' Competitive Negotiation Act, under Section 287.055, Florida Statutes (2014); and

**WHEREAS**, in response to the RFQ, the City administration received many qualifications which were evaluated for the most qualified firms to provide the Services; and

**WHEREAS**, the City administration has prepared a list (attached hereto as "Exhibit A") representing those firms whose qualifications and references demonstrated to be the most advantageous to the City; and

**WHEREAS**, the City administration respectfully requests that the Mayor and City Council approve the selection of firms for the provision of Services, pursuant to the terms, conditions and specifications contained in the RFQ.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

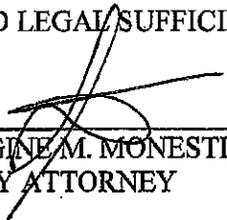
**Section 1.**     **Selection Approval.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of professional contractors (attached hereto as "Exhibit A") for the provision of Architectural and Engineering Services on a continuing contract basis with the City of North Miami, pursuant to *Request for Qualifications No. 12-14-15 Continuing Architectural and Engineering Services.*

**Section 2.**     **Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 9th day of June, 2015.

  
\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST   
\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:  
  
\_\_\_\_\_  
REGINE M. MONESTIME, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Bien-Aime

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Carol Keys, Esq.  
Councilman Scott Galvin  
Councilman Philippe Bien-Aime  
Councilman Alix Desulme

|              |       |               |      |
|--------------|-------|---------------|------|
| <u>  X  </u> | (Yes) | <u>      </u> | (No) |
| <u>  X  </u> | (Yes) | <u>      </u> | (No) |
| <u>  X  </u> | (Yes) | <u>      </u> | (No) |
| <u>  X  </u> | (Yes) | <u>      </u> | (No) |
| <u>  X  </u> | (Yes) | <u>      </u> | (No) |



**RFQ 12-14-15 Continuing Architectural and Engineering Services  
Short List of Awarded Respondents**

**Landscape Architecture/Interior Design**

- 1 BEA Architects
- 2 Leo A Daly
- 3 Calvin, Giordano & Associates
- 4 Craven Thompson & Associates

**Total Awarded: 4**

**Water/Wastewater Engineering**

- 1 Hazen and Sawyer
- 2 Kimley-Horn & Associates
- 3 Craven Thompson & Associates
- 4 EAC Consulting
- 5 AECOM

**Total Awarded: 5**

**Urban Planning & Design**

- 1 Calvin, Giordano & Associates
- 2 The Corradino Group
- 3 The Mellgren Planning Group

**Total Awarded: 3**

**Roadway, Traffic, & Transportation  
Engineering & Consulting**

- 1 Craven Thompson & Associates
- 2 Kimley-Horn & Associates
- 3 T.Y. Lin International
- 4 EAC Consulting
- 5 EBS Engineering

**Total Awarded: 5**

**Water Resources/Stormwater Design**

- 1 Craven Thompson & Associates
- 2 Kimley-Horn & Associates
- 3 R.J. Behar & Company
- 4 Tetra Tech
- 5 Hazen and Sawyer

**Total Awarded: 5**

**Environmental Engineering**

- 1 Terracon
- 2 CBI Environmental & Infrastructure
- 3 T.Y. Lin International
- 4 AECOM
- 5 E Sciences

**Total Awarded: 5**

The vendors listed are those awarded and are the top ranked for their disciplines. This will be the order of the rotation list. Lots were drawn on June 25, 2015 at 12:30PM by Heylicken Espinoza and Melissa Borgen of the Purchasing Department to determine the order of the rotation list. Individual contracts will be issued as projects are assigned. All projects over \$100,000 will require council approval in accordance with the City's Procurement Ordinance.



RESOLUTION NO. 2016-R-68

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT, BETWEEN THE CITY OF NORTH MIAMI AND T.Y. LIN INTERNATIONAL, TO PROVIDE ROADWAY, TRAFFIC AND TRANSPORTATION ENGINEERING AND CONSULTING SERVICES FOR DESIGN AND CONSTRUCTION DOCUMENTS FOR STREETScape IMPROVEMENTS ALONG A DESIGNATED PORTION OF NE 125<sup>TH</sup> STREET AT A COST NOT TO EXCEED ONE HUNDRED TEN THOUSAND TWENTY-EIGHT DOLLARS (\$110,028.00), IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE REQUEST FOR QUALIFICATIONS # 12-14-15, CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on March 24, 2015, the City of North Miami ("City") issued *Request for Qualifications # 12-14-15, Continuing Architectural and Engineering Services* ("RFQ"), for the purpose of retaining experienced, licensed, and insured architectural and engineering firms to provide on a continuing, as-needed when-needed contract basis, the following specific professional services: Landscape Architecture/Interior Design, Roadway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering; and

WHEREAS, the RFQ was undertaken in accordance with Florida's Consultants' Competitive Negotiation Act, under Section 287.055, Florida Statutes (2015); and

WHEREAS, in response to the RFQ, T.Y. Lin International ("Consultant") submitted its sealed qualifications for the provision of Roadway, Traffic & Transportation Engineering and Consulting ("Services"), and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on June 9, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R-52, approving the selection of Consultant for the rendition of Services on a continuing, as-needed, when-needed contract basis; and

**WHEREAS**, City administration has identified the need for design and construction documents for streetscape improvements in along a designated portion of NE 125<sup>th</sup> Street, encompassing the downtown area (“Additional Services”); and

**WHEREAS**, the City desires Additional Services to, among other things, be in the position to negotiate with the Florida Department of Transportation for the release of dedicated grant funds for the benefit of the City; and

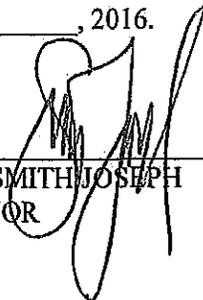
**WHEREAS**, the City administration respectfully requests that the Mayor and City Council authorize the City Manager and City Attorney to negotiate and execute a Professional Services Agreement for the provision of Additional Services with the primary focus on aesthetical improvements to the City’s downtown corridor.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to negotiate and execute a Professional Services Agreement, between the City of North Miami and T.Y. Lin International, to provide Roadway, Traffic and Transportation Engineering and Consulting Services for design and construction documents for streetscape improvements along a designated portion of NE 125<sup>th</sup> Street at a cost not to exceed One Hundred Ten Thousand Twenty-Eight Dollars (\$110,028.00), in accordance with the terms, conditions and specifications contained in the *Request for Qualifications # 12-14-15, Continuing Architectural and Engineering Services*.

**Section 2. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 28th day of June, 2016.

  
\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST: 

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: MAYOR SMITH JOSEPH, D.O., PHARM. D.

Moved by: Keys

Seconded by: Desulme

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Alix Desulme  
Councilman Scott Galvin  
Councilwoman Carol Keys, Esq.  
Councilman Philippe Bien-Aime

  X   (Yes)        (No)  
  X   (Yes)        (No)  
  X   (Yes)        (No)  
  X   (Yes)        (No)  
  X   (Yes)        (No)



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June 1, 2016

Greg Netto, P.E.  
Assistant Public Works Director  
Public Works Department  
1855 NE 142 Street  
North Miami, FL 33181  
Office: 305-895-9870, ext. 14003

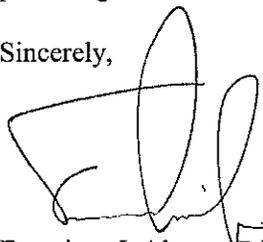
**RE: NE 125<sup>th</sup> Streetscape Project  
Professional Engineering Services Fee Proposal**

Dear Mr. Netto:

T.Y. Lin International (TYLI) appreciates the opportunity to submit this proposal to provide professional engineering services for the preparation of conceptual designs, construction documents and specifications for the referenced project. The scope of work is described in the attached Exhibit "A". Exhibit "B" includes our estimate of man-hours and proposed fee for the project.

We look forward to continuing to work with you on this project. If you agree with this proposal, please sign below and return a copy of this letter to me. Contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Francisco J. Alonso', written over a faint rectangular box.

Francisco J. Alonso, P.E.  
Project Manager

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**CONSULTANT WORK ORDER PROPOSAL  
EXHIBIT "A"**

**"SCOPE OF WORK"**

May 17, 2016

TY Lin International proposes to provide the services identified below for the project entitled "**NE 125<sup>th</sup> Street – Streetscape Project**", pursuant to its Professional Service Agreement with the City of North Miami for Roadway, Traffic, and Transportation Engineering and Consulting services, under RFQ 12-14-15 dated June 9, 2015.

**I. GENERAL**

The City of North Miami Public Works Department (CITY) proposes to proceed with the final design and construction document phase for the NE 125<sup>th</sup> Street Streetscape Project. TY Lin International (TYLI) (CONSULTANT) will provide Transportation Engineering and Consulting services for the project limits specified below in order to provide a set of construction documents for the subject project. Landscape architecture, civil engineering, and electrical engineering disciplines will be required in the execution of said services. Additional services can be performed by TYLI at the request of the CITY. TYLI's final design will be based upon the Keith and Schnars, P.A. original design concepts dated February 2011, with modifications based upon input from City staff.

**II. SCOPE OF WORK**

The Project limits are *NE 125<sup>th</sup> Street between NE 6<sup>th</sup> Avenue and NE 10<sup>th</sup> Avenue*. TYLI will prepare detailed design documents graphically showing proposed improvement locations, recommended materials, lighting, furnishings, and other elements critical to the design of the project. The project will establish a streetscape consistent with FDOT Complete Street principles and include the following design elements implement throughout the corridor:

- Curbed "Bulb Outs" along the existing parking lanes to accommodate landscaping and potentially serve stormwater functions.
- Specialty Pavement to delineate parking lanes from travel lanes
- Landscaping cut-outs along existing sidewalk
- Miscellaneous repair of existing sidewalk and/or curb and gutter to repair deficiencies or address spot drainage issues.
  - Ponding to be analyzed at NE 6<sup>th</sup> Ct. (SW corner), and NE 7<sup>th</sup> Ave. (SE corner)
- Implementation of patterned cross walks where they were not installed as part of the previous FDOT RRR project.
- Landscaping and Irrigation for the corridor to maximize use of shade trees
- Decorative lighting consistent with CITY standards and/or precedents
- Site Furnishing consistent with CITY standards and/or precedents
- Design for two (2) bus shelters (refer to proposal from our sub-consultant, PDS, Inc., for a full description of the scope related to the Bus Shelters).
- Examine lane configuration for possibility of adding medians

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The design process will include the preparation of Conceptual Design of proposed material for review and discussion with the City Staff and 2 public meetings. Based on feedback and direction from these meetings, TYLI will refine and prepare the subsequent Design package for formal review by the City Staff.

**II.1** TYLI will prepare a conceptual design documents analyzing different design options for review and City Staff and other Stakeholders. Among the options will be analyzing the partial or complete elimination of on-street parking along the corridor.

**II.2** TYLI will prepare materials for two (2) public meeting in order to gain input from the residents and stakeholders on the proposed designs.

**II.3** TYLI will prepare construction documents including engineering/landscape architectural drawings and project specifications. Due to the fact that NE 125<sup>th</sup> Street is a State Road and the project is funded through the Local Agency Program (LAP), the plans and specification will be prepared in accordance with the FDOT Design Standards and Specification for Road and Bridge Construction, dated 2016. Construction documents generally will include the following:

- Hardscape plans and details for construction of elements including identification of paving materials and catalogue item streets furniture and their installation.
- Geometry and Grading plans including dimensions necessary for layout and construction of hardscape improvements.
- Specialized elements from the Keith and Schnars plans included in the design are the paving patterns for sidewalks and crosswalks to be compatible with previously construction elements.
- Landscape Plans and Details including the specific selection and identification of plant types (genus and species, height, spread, character, etc.) in order to maximize shade.
- The location and spacing of plant material
- An automatic irrigation system design for landscaped areas, including plans and details. The system will be designed based upon available existing water conditions.
- Roadway Civil Plans and Details depicting paving, grading, and spot drainage improvements consisting of regrading and/or repairing flow patterns on gutters.
- Lighting Plans and Details depicting layout and details of lighting improvements.
- Utility Plans and Details depicting utility relocations and/or services if required.
- Manufacturer's Cut sheets for elements referenced in Construction Documents, included site furnishings, litter, ash and trash receptacles, site and specialty lighting, etc.
- Technical Specifications for non-standard improvements describing in detail the quality of materials and workmanship, construction installation, and the contractor's guarantee of the site work (non standard items or methods are those not specified by FDOT or City of North Miami Public Works).

**II.4** The TYLI team, will prepare a topographic Survey within the Right-of-Way of NE 125th Street, inclusive of the intersections, between 6th Avenue and 10th Avenue. The survey will include tree Location (type and size) within Right-of-Way, location of the

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Right-of-Way Line, location of all driveways and description, location of all above ground visible utilities, rim elevation, invert elevation, pipe, type and size for all drainage and sewer structures within the afore-mentioned area, cross-section elevations at 100' intervals, and addresses of area within the limits of survey.

**II.5** TYLI will submit progress and final documents at the following stages: Conceptual, 60%, 90%, and 100% (see section III)

**II.6** TYLI will use as the basis for design, the basic project framework prepared by Keith and Schnars in 2011.

**II.7** TYLI will prepare and submit an "Engineer's Estimate of Probable Construction Cost" with every submittal phase.

**II.8** TYLI will attend coordination meetings with the CITY staff including as well as other interested parties and stake holders including but not limited to:

- Florida Department of Transportation - District 6 (FDOT)
- Miami Dade Transit Authority (MDT)
- Florida Power and Light (FPL)
- Miami Dade County Public Works Traffic

**II.9** TYLI will provide **Permitting Support Services** to acquire MDCPW traffic, MD-RER, and FDOT approval on the different project components.

**II.10** TYLI will perform **Utility Coordination** including contacting all affected Utilities within the corridor, meeting with them, and resolving potential conflicts posed by the design.

**II.11** TYLI will provide **Bidding Assistance Services** consisting of attendance and preparation of meeting minutes for a Pre-Bid meeting, responses to RFI's during bidding, review of the bid tabulation, assisting the City with confirmation of qualifications, and a recommendation for award.

**II.12** TYLI will provide **Post Design Services** for the City. Services to include:

- Review shop drawings submitted by the Contractor
- Provide comments or clarification as required.
- Provide responses to Contractor Requests for Information (RFI)
- Construction time estimated at 9 months.

### **III. DESIGN & PLAN DEVELOPMENT**

**III.1** TYLI will prepare and submit **Conceptual Plans** to the CITY. Plans shall include one roll plot and 24x36 plans including:

- Preliminary Typical Sections
- Preliminary Roadway (Hardscape, Geometry, and Grading) Layout Plan
- Preliminary Landscape Plan
- Preliminary Material Selection for review

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- Topographic Survey of Project

**III.2** TYLI will prepare and submit **60% Plans** to the CITY. Plans shall include:

- Key Sheet with Location Map
- General Notes
- Preliminary Typical Sections
- Preliminary Roadway (Hardscape, Geometry, and Grading) Layout Plan
- Preliminary Roadway (Hardscape, Geometry, and Grading) Details
- Preliminary Landscape Plan
- Preliminary Landscape Details
- Preliminary Utility Plan and Details (if required)
- Preliminary Irrigation Plan and Details
- Preliminary Lighting Plan and Details
- Preliminary Bus Shelter Plan and Details (inc. Structural and Electrical)

Plans shall indicate the preliminary location and style of improvements including Hardscape features, Landscape and Architectural features, Paving and Grading as well as irrigation and lighting through the project limits. Plan sheets will be 1:40 scale (11x17) and prepared using MicroStation. At this stage, project exhibits will be prepared as material for stakeholder meetings. Comments and restrictions resulting from stakeholder meetings will be implemented in the subsequent phase.

CONSULTANT shall prepare a Design Variation Package and all supporting documentation and submit to FDOT District 6 for review and approval.

CONSULTANT shall submit one (1) electronic set of all documents and seven (7) printed copies and construction cost estimate to the CITY for review.

**III.3** TYLI shall develop Plans (**90% Plans**) for the CITY review. The Plans shall include:

- Key Sheet with Location Map
- General Notes
- Typical Sections
- Roadway (Hardscape, Geometry, and Grading) Layout Plan
- Roadway (Hardscape, Geometry, and Grading) Details
- Landscape Plan
- Landscape Details
- Utility Plan and Details
- Irrigation Plan and Details
- Lighting Plan and Details
- Site Furnishing Plan and Details
- Signing and Pavement Marking Plans
- Stormwater Pollution Prevention Plan
- Geotechnical Boring Data (if required)
- Miscellaneous Details
- Traffic Control Plans
- Bus Shelter Plan and Details (inc. Structural and Electrical)

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- **Preliminary Project Technical Specifications**

Plans shall indicate the near-final location and style of improvements including Hardscape features, Landscape and Architectural features, Paving, Grading, and Drainage, Irrigation, Lighting, Signing and Pavement marking, and miscellaneous engineering for permitting and construction. Plan sheets will be 1:40 scale (11x17) and prepared using MicroStation. At this stage, project exhibits will be modified (if required) as material for stakeholder meetings. Stakeholder concerns shall be largely addressed by this point so any comments and/or restrictions resulting from 90% stakeholder meetings must be critical in nature to warrant a plan revision.

CONSULTANT shall submit one (1) electronic set of all documents and seven (7) printed copies and construction cost estimate to the CITY for review.

**III.4** TYLI will prepare Construction Plans (**100% Plans**) for the CITY. The Plans shall be signed and sealed by a registered Professional Engineer and include:

- Key Sheet with Location Map
- General Notes
- Typical Sections
- Roadway (Hardscape, Geometry, and Grading) Layout Plan
- Roadway (Hardscape, Geometry, and Grading) Details
- Landscape Plan
- Landscape Details
- Civil, Grading, and Drainage Plan
- Civil, Grading, and Drainage Details
- Utility Plan and Details
- Irrigation Plan and Details
- Lighting Plan and Details
- Site Furnishing Plan and Details
- Signing and Pavement Marking Plans
- Stormwater Pollution Prevention Plan
- Geotechnical Boring Data (if required)
- Miscellaneous Details
- Traffic Control Plans
- Bus Shelter Plan and Details (inc. Structural and Electrical)
- Project Technical Specifications

Plans shall indicate the final location and style of improvements including Hardscape features, Landscape and Architectural features, Paving, Grading, and Drainage, Irrigation, Lighting, Signing and Pavement marking, and miscellaneous engineering for permitting and construction. Plan sheets will be 1:40 scale (11x17) and prepared using MicroStation.

CONSULTANT shall submit one (1) electronic set of all documents and seven (7) printed copies and construction cost estimate to the CITY for preparation of the Bid-Documents.

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The following tasks are specifically excluded from the Project Scope:

1. Final production and distribution of notices, advertisements, and/or letters to stakeholders in regards to the Public Meetings.
2. Electrical Engineering Services other than what is described above.
3. Easement Agreements for adjacent property owners.
4. Environmental investigations, Phase I audits, or other environmental mitigation.
5. Signalization.
6. Drainage hydraulic/hydrologic analysis and/or design of other City-planned drainage improvements outside of the project limits.

**IV. SUB-CONSULTANTS**

The below listed Sub-Consultants will assist in the performance of this work.

| <b>Sub-Consultant Name</b>      | <b>Specialty or Expertise</b> |
|---------------------------------|-------------------------------|
| Premiere Design Solutions, Inc. | Bus Shelter Design            |
| Avino and Associates            | Surveying Services            |

**V. SCHEDULE OF WORK – TIME OF PERFORMANCE**

CONSULTANT shall submit the deliverables and perform the Work as depicted in the tables below.

| <b>SCHEDULE OF DELIVERABLES</b> |   |                         |                   |                    |
|---------------------------------|---|-------------------------|-------------------|--------------------|
| <b>Task ID</b>                  | <b>Drawing Name or Deliverable</b>                  | <b>Delivery Date</b>    |                   |                    |
| IV.1                            | Topographic Survey                                  | NTP + 3 weeks           |                   |                    |
| III.1                           | Conceptual Design Documents                         | NTP + 4 weeks           |                   |                    |
| III.2                           | 60% Construction Documents                          | NTP + 16 weeks          |                   |                    |
| III.3                           | 90% Construction Documents                          | NTP + 26 weeks          |                   |                    |
| III.4                           | 100% Construction Documents                         | NTP + 34 weeks          |                   |                    |
| II.8                            | Post Design Phase Services                          | Const. NTP + 12weeks    |                   |                    |
| <b>SCHEDULE OF WORK</b>         |   |                         |                   |                    |
| <b>Task ID</b>                  | <b>Task Name and/or Activity Description</b>        | <b>Duration (weeks)</b> | <b>Start Date</b> | <b>Finish Date</b> |
| IV.1                            | Topographic Survey                                  | 3 weeks                 | TBD               | TBD                |
| III.1                           | Conceptual Design Documents                         | 4 weeks                 | TBD               | TBD                |
|                                 | City/Stakeholder Conceptual Review Process/Meetings | 8 weeks                 | TBD               | TBD                |
| III.2                           | 60% Construction Documents                          | 4 weeks                 | TBD               | TBD                |
|                                 | City/Stakeholder 60% CD Review Process/Meetings     | 4 weeks                 | TBD               | TBD                |
| III.3                           | 90% Construction Documents                          | 6 weeks                 | TBD               | TBD                |
|                                 | 90% CD Review Process/Meetings                      | 4 weeks                 | TBD               | TBD                |
| III.4                           | 100% Construction Documents                         | 4 weeks                 | TBD               | TBD                |
| II.8                            | Post Design Phase Services                          | 12 weeks                | TBD               | TBD                |

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***\*Project schedule is a conservative estimate and provides for ample review time for City staff, stakeholder meetings, and meeting outcome implementation.***

**VI. COMPENSATION**

Consultant shall perform the Work detailed in this Proposal for a Lump Sum, Not to Exceed fee of **\$110,028.80 (One Hundred Ten Thousand Twenty-Eight Dollars 80/100)**. Said fee includes an allowance for additional services required in connection with the work, which shall be established in a limiting amount, not to exceed fee of **\$5,000.00**.

| <b>SUMMARY OF COMPENSATION</b> |   |                          |                             |
|--------------------------------|---|--------------------------|-----------------------------|
|                                | <b><i>Task Name and/or Activity Description</i></b> | <b><i>Fee Amount</i></b> | <b><i>Fee Basis</i></b>     |
| III.1                          | Conceptual Design Documents                         | \$14,549.18              | Lump Sum, Not to Exceed     |
| III.2                          | 60% Construction Documents                          | \$28,290.08              | Lump Sum, Not to Exceed     |
| III.3                          | 90% Construction Documents                          | \$28,290.08              | Lump Sum, Not to Exceed     |
| III.4                          | 100% Construction Documents                         | \$9,699.46               | Lump Sum, Not to Exceed     |
| IV.1                           | Topographic Survey                                  | \$10,900.00              | Lump Sum, Not to Exceed     |
| IV.2                           | Bus Shelter Construction Documents                  | \$6,900.00               | Lump Sum, Not to Exceed     |
|                                | <b>Basic Design Phase Sub-Total =</b>               | <b>\$98,628.80</b>       | Lump Sum, Not to Exceed     |
| II.8                           | Post Design Phase Services                          | \$6,400.00               | Hourly Rate, Not to Exceed  |
|                                | Allowance for Additional Services                   | \$5,000.00               | Limiting fee, Not to Exceed |
|                                | <b>Total =</b>                                      | <b>\$110,028.80</b>      | Lump Sum, Not to Exceed     |

**VII. ADDITIONAL SERVICES**

TYLI shall present a supplemental proposal for additional services not specifically described in this proposal at the discretion of the CITY. An allowance account of \$5000 has been established in the budget to account for minor supplements if required by the City.

Potential additional services identified at this stage may include support for the required documentation to execute the actual LAP agreement including the programmatic categorical exclusion documentation.

**VIII. DATA PROVIDED BY CITY**

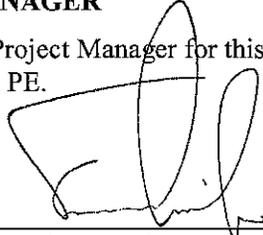
CITY shall provide access to the project site

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**IX. PROJECT MANAGER**

CONSULTANT'S Project Manager for this Work Order assignment will be Francisco J. Alonso, PE.



Submitted by:

\_\_\_\_\_  
Francisco J. Alonso, PE.  
Project Manager

Approved by:

\_\_\_\_\_  
Project Manager  
City of North Miami Public Works



## PREMIERE DESIGN SOLUTIONS, INC

1065 NE 125 Street, Suite 211B, North Miami, FL 33161

Tel: (786) 505-7850 Fax: (954) 337-2332

~~May 31, 2016~~

Mr. Francisco J. Alonso, P.E.  
Associate Vice President, Miami Unit Manager  
T.Y.Lin International  
201 Alhambra Circle, Suite 900  
Coral Gables, FL 33134

Revised June 1,  
2016

**RE: Professional Engineering Services for the Development and Coordination of  
New Bus Shelters at two (2) Bus Stops Located in the City of North Miami  
PDS Project No. 16210004.00**

Dear Mr. Alonso:

**Premiere Design Solutions, Inc. (PDS)** is pleased to submit this proposal to T.Y. Lin International (Client), to provide professional engineering, permitting and limited construction support services for the development of two (2) bus stops to be located in the City of North Miami. The existing bus stops are serviced by the Miami-Dade Department of Transportation and Public Works (DTPW), and are located along NE 125 Street, between NE 6 Avenue and NE 10<sup>th</sup> Avenue. The bus stops are located within the Florida Department of Transportation (FDOT) right of way and within the City of North Miami (City) limits.

The design of the bus stops will be based upon coordination with the City, DTPW and FDOT and it will include the following:

- NE 125 Street @ NE 9th Avenue, Westbound, Far – Relocation of existing stop, new bus shelter to match existing shelter design, new bulb out eliminating existing on-street parking, and ADA improvements.
- NE 125 Street @ NE 7th Avenue, Westbound, Near – Relocation of existing stop, new bus shelter to match existing shelter design, new bulb out eliminating existing on-street parking, and ADA improvements.

We understand the scope of this project is for PDS to provide planning, schematic design, construction documents and agency approval and dry-run review for the proposed bus stops. Construction and bidding support services shall be provided at the Client's discretion, on an as-needed hourly basis as detailed within this proposal.

The design process shall begin with obtaining a recent topographic survey of the proposed and existing sites and their area of influence. Upon obtaining the survey, **PDS** shall prepare the schematic design layouts on the surveys. The layout of the bus stops will be submitted to the City, DTPW and other regulatory agencies having jurisdiction over the project site for review. **PDS** will coordinate with the City the location and amenities desired for these locations and confirm the site plan location, options (types of benches,

waste receptacles, etc.). Upon approval, PDS shall prepare construction documents, to be part of the Client's Design package including 60%, 90% and 100% submittal revisions.

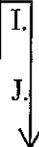
All submittals and deliverables will be provided in digital format to the Client for printing and inclusion in their submittal set. PDS will coordinate with client for signing and sealing final submittal sets.

**The specific Engineering Services for this proposal shall include the following scope of work:**

1. PDS shall begin immediately, upon receipt of notice to proceed and survey digital files in AutoCAD Civil 3D by the Client, developing planning and engineering drawings which will include the following information:

- A. Provide conceptual schematic design layout of proposed bus stops. Including a field visit and a Client/Owner coordination meeting.
- B. Provide grading of proposed bus stops based upon existing topography and drainage patterns. Provide drainage conveyance and calculations as needed and coordinate with Client's Design.
- C. Provide design of existing sidewalk modifications and bulb out location and size, including section profile and minimum design standards for the governmental permitting agencies.
- D. Coordinate the placement on plans of shelters and amenities such as benches, bike racks, waste receptacles, etc, and verifying sight triangle compliance.
- E. Coordinate the location of the connectivity sidewalks with existing topography and drainage system.
- F. Coordinate and design connectivity with the proposed and/or future bulb-outs and the location of existing and proposed parking area for passengers.
- G. Provide regulatory agency coordination.
- H. Provide permitting services and approvals in order to obtain permits from the Florida Department of Transportation (FDOT), City of North Miami Engineering and Building Department, Miami-Dade Department of Transportation and Public and any other agency with jurisdiction for the proposed location.
- I. Coordinate as needed with the manufacturer of the shelter to be placed at the stops.
- J. Prepare and coordinate structural design for shelter foundation pad and electrical design including bus shelter grounding drawings.
- ~~K. Prepare technical specification supplement to be added to project technical specification detailing requirements to shelter elements, components, amenities and materials.~~
- ~~L. Construction Administration will be provided hourly as requested by the Client.~~

Will Provide Cut Sheets as part of General Notes



Our fee for each discipline is as follows:

No Construction Administration nor Engineering During Construction Services provided

Premiere Design Solutions, Inc.

North Miami Bus Shelter Design Proposal

**Site Engineering Construction Documents & Coordination**

|  |                       |
|--|-----------------------|
| <b>Premiere Design Solutions (Engineering)</b> | <del>\$</del> \$6,600 |
| <b>Lump Sum Total</b>                          | <del>\$</del> \$6,600 |

**Bidding/Construction Administration on as-needed basis**

|   |     |
|---|-----|
| <b>Premiere Design Solutions (Construction Support Allowance)</b> | TBD |
| <b>Hourly as-needed basis Sub Total</b>                           | TBD |

**Reimbursable (mileage, postage, courier, etc.)** **\$ 300.00**

**Total for this Proposal** **\$6,900**

We will proceed immediately upon your written approval of our proposal, and issuance of a Notice to Proceed and available topographic survey.

We anticipate the following time frames for each phase:

|                             |                                      |
|-----------------------------|--------------------------------------|
| Planning and Coordination   | 14 days (Estimated two week)         |
| 100% CD's                   | 30 days (four weeks)                 |
| Owner Review and Comment    | 30 days (Estimated four weeks total) |
| Permitting Approvals        | As Required                          |
| Construction Administration | Tied to Construction Schedule        |

We value the opportunity to provide our professional services on this exciting project. If you have any questions please call us at (954)-237-7850.

Sincerely,

**PREMIERE DESIGN SOLUTIONS, Inc.**



Luis J. Jurado, P.E.  
President

May 2, 2016

Mr. Francisco Alonso, PE  
T. Y. LIN INTERNATIONAL / H. J. ROSS  
201 Alhambra Circle  
Suite 900  
Coral Gables, Florida 33134

Engineers • Planners • Surveyors

1350 S.W. 57th AVENUE  
SUITE 207  
WEST MIAMI, FLORIDA 33144  
TEL. 305.265.5030  
FAX. 305.265.5033  
E-MAIL. avino@avinoandassociates.com

FB 0005098  
LB 0005098



RE: N.E. 125<sup>th</sup> STREET  
from N.E. 6<sup>th</sup> AVENUE to N.E. 10<sup>th</sup> AVENUE  
Approximately 2,800 Linear Feet of Streets

Dear Mr. Alonso:

Pursuant to your request regarding a fee estimate for surveying and mapping services for the above referenced project, the following proposal for same is hereby submitted for your consideration:

**Scope of Services:**

1. Topographic Survey within the Right-of-Way of NE 125<sup>th</sup> Street, inclusive of the intersections.
2. Trees Location (type and size) within Right-of-Way.
3. Location of the Right-of-Way Line.
4. Location of all driveways and description.
5. Location of all above ground visible utilities.
6. Rim elevation, invert elevation, pipe, type and size for all drainage and sewer structures within the afore-mentioned area.
7. Cross-section elevations at 100' intervals.
8. Addresses of area within the limits of survey.

**Time frame:**

Eighteen (18) working days, weather permitting.

**Items to be delivered:**

Avino & Associates, Inc. will provide client digital files in AutoCAD format.

**Qualifications:**

1. Rule of Law: All field and office effort in connection with this project will be performed in strict accordance with the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17, Florida Administrative Code.
2. Requests for service not specifically enumerated in this proposal will be addressed via separate response if so required and will be billed at our current hourly rates.
3. All survey work shall be done in U.S. feet and Elevations in National Geodetic Vertical Datum (NGVD1929) and prepared using the State Plane Coordinate System – NAD83 Florida East.

**Estimated fee:**

Our estimated fee to perform these services is a Lump Sum Fee not to exceed **TEN THOUSAND NINE HUNDRED DOLLARS (\$10,900.00)**.

Page 2

Mr. Francisco Alonso, PE

May 2, 2016

**Payments Terms:**

Avino & Associates, Inc. will invoice upon completion. If payment is not received within 10 days of the invoice date, a late charge may be added to the invoice in the amount not to exceed 1% per month on the outstanding balance. It is understood that this agreement is between Avino & Associates, Inc. and the addressee and payment is not contingent on payment from a third party unless other written agreements or guarantees are agreed to by both parties and attached hereto. No waiver shall be construed as a modification or amendment to these payment terms unless expressly stated in writing by Avino & Associates, Inc. Should at any time during the project the Client find it necessary to discontinue the services described above, or if the parties mutually decide to terminate this contract, the Client will compensate Avino & Associates, Inc. on an hourly basis for the percentage of work completed plus reimbursable expenses. Lump Sum Fees are fixed for a period of two month from the date of this proposal. If the work has not been initiated within this two-month period, Avino & Associates, Inc. reserves the right to terminate or renegotiate this proposal. By acceptance of this proposal, the signing person represents and warrants to the Surveyor, that it is authorized to enter and accept the proposal on behalf of and bind **T. Y. LIN INTERNATIONAL / H. J. ROSS**.

If acceptable, a space is provided for an authorized signature. We will consider the return of the signed original letter as our legal contract and Notice to Proceed. By signing below, I APPROVE AND ACCEPT this letter as a legal contract and have read and agree to the payment terms as set forth above.

By:   
\_\_\_\_\_  
(Authorized Signature)

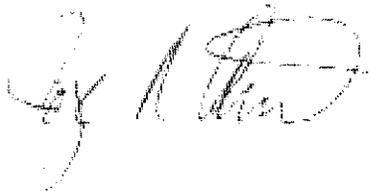
Date: 5-31-16

Francisco J. Alonso  
(Typed or printed name)

Title: Project Manager

On behalf of Avino & Associates, Inc., I thank you for this opportunity to present this proposal for your consideration and look forward to your favorable response. In the interim, if there is anything we can do to be of service in this or any other matter, please do not hesitate to call me directly at (305) 265-5030.

Sincerely yours,



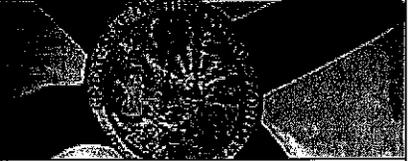
Jorge R. Aviñó, PE, PSM  
President



## DESCRIPTIONS (Continued from Page 1)

Professional Liability Deductible: \$25,000 per claim.

Professional Liability Retroactive Date: 03/01/1954.

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Profit Corporation**

T.Y. LIN INTERNATIONAL

**Filing Information**

|                             |                  |
|-----------------------------|------------------|
| <b>Document Number</b>      | 834521           |
| <b>FEI/EIN Number</b>       | 94-1598707       |
| <b>Date Filed</b>           | 06/12/1975       |
| <b>State</b>                | CA               |
| <b>Status</b>               | ACTIVE           |
| <b>Last Event</b>           | CORPORATE MERGER |
| <b>Event Date Filed</b>     | 03/17/2010       |
| <b>Event Effective Date</b> | NONE             |

**Principal Address**

345 California Street  
Ste. 2300  
SAN FRANCISCO, CA 94104

Changed: 04/13/2015

**Mailing Address**

345 California Street  
STE. 2300  
SAN FRANCISCO, CA 94104

Changed: 04/13/2015

**Registered Agent Name & Address**

PIEDRAHITA, ALVARO  
201 ALHAMBRA CIRCLE  
SUITE 900  
CORAL GABLES, FL 33134

Name Changed: 07/19/2006

Address Changed: 07/19/2006

**Officer/Director Detail****Name & Address**

Title P

5/16/2016

Detail by Entity Name

PIEDRAHITA, ALVARO  
201 ALHAMBRA CIRCLE, SUITE 900  
CORAL GABLES, FL 33134

Title EVST

PETERSON, ROBERT A  
345 California Street, Suite 2300  
SAN FRANCISCO, CA 94104

Title SVP

VALLE, MARIANO  
201 ALHAMBRA CIRCLE, SUITE 900  
CORAL GABLES, FL 33134

Title C

TANG, MAN-CHUNG  
345 California Street, Suite 2300  
SAN FRANCISCO, CA 94104

Title VP

Fennie, Veronica  
345 California Street, Suite 2300  
SAN FRANCISCO, CA 94104

Title SVP

Gaffney, Heather  
345 California Street, Suite 2300  
SAN FRANCISCO, CA 94104

Title VP

Ferguson, John  
345 California Street, Suite 2300  
SAN FRANCISCO, CA 94104

Title SVP

Nader, Marwan  
345 California Street, Suite 2300  
SAN FRANCISCO, CA 94104

Title SVP

Radley, Robert  
345 California Street, Suite 2300  
SAN FRANCISCO, CA 94104

Title SVP

Ashley, Mark

5/16/2016

Detail by Entity Name

345 California Street, Suite 2300  
SAN FRANCISCO, CA 94104

Title Asst. Secretary

Gjertson, David  
345 California Street, Suite 2300  
SAN FRANCISCO, CA 94104

Title Assistant Secretary

Serig, Charles  
345 California Street  
Ste. 2300  
SAN FRANCISCO, CA 94104

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| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2015               | 04/13/2015        |
| 2015               | 07/23/2015        |
| 2016               | 02/25/2016        |

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