

MIAMI BEACH

OFFICE OF THE CITY MANAGER

NO. LTC # **444-2016**

LETTER TO COMMISSION

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: October 20, 2016

SUBJECT: **KIMLEY-HORN AND ASSOCIATES, INC. CONSULTANT SERVICE
ORDER #7 – P3 Project Procurement: Production of City
Deliverables for Interim Agreement**

The purpose of this LTC is to provide the Commission with the Kimley-Horn and Associates, Inc., (referred to as "the KH Team") Consultant Service Order #7 (CSO #7) for the preparation of early City Deliverables that will be attached to the Interim Agreement now in negotiation with the potential P3 Developer. In the event that an Interim Agreement is not approved, this CSO can be terminated for convenience and the City would be responsible only for costs incurred up to the point of termination.

BACKGROUND

On December 16, 2015, the Mayor and Commission adopted Resolution No. 2015-29247, accepting receipt of an unsolicited proposal from Greater Miami Tramlink Partners for a Light Rail/Modern Streetcar Project in Miami Beach, and authorizing the Administration to solicit alternative proposals for a public/private partnership ("P3") for an off-wire or "wireless" light rail/modern streetcar system from 5th Street, via Washington Avenue to the Miami Beach Convention Center (the "Project").

At the December 9, 2015 Commission meeting, the Mayor and City Commission approved the Resolution authorizing the Mayor And City Clerk to execute an agreement between the City of Miami Beach and Kimley-Horn and Associates, Inc., for the preparation of Environmental Analysis for Miami Beach transit projects including the Beach Corridor Transit Connection Project and related services. The services to be provided support the City staff in all aspects of advancing and implementing the preparation of environmental analysis for the Miami Beach Light Rail/Modern Streetcar project, including assisting the City with procurement activities and evaluation of proposals.

CSO #1 focused on preliminary activities to initiate the environmental work as well as initiate preparation of documents needed for the solicitation of alternative proposals. CSO #2 and CSO #3 authorized work needed for environmental analysis, compliance and documentation, and development of a preliminary funding plan. CSO #4 was issued on April 4, 2016 for Procurement Support Through Evaluation of Proposals and Support for Negotiation of the Interim Agreement. CSO #5 was issued on May 19, 2016 for Procurement Team Technical Scope of Work, to address the tasks necessary to develop the Technical Provisions (performance/prescriptive engineering, and construction standards and specifications) to serve as an exhibit for the interim agreement for the selected P3 Proposer.

CSO #7: Technical Scope of Work for Production of City Deliverables for Interim Agreement for P3 Project Procurement

The following process outlines the steps necessary to develop the early City Deliverables

KIMLEY-HORN AND ASSOCIATES, INC. CONSULTANT SERVICE ORDER #6 - PROCUREMENT TEAM TECHNICAL SCOPE OF WORK

October 20, 2016

Page 2

mentioned above for the Interim Agreement with the P3 Developer. The Consultant will provide the services as set forth below in a Not To Exceed (NTE) amount of \$857,128. This covers work through the presentation of the Draft Interim Agreement to the Commission for consideration.

TASK 1 – PREPARATION OF CITY DELIVERABLES FOR P3 DEVELOPER

Key members of the Consultant's P3 Procurement Team Technical Group will work with City of Miami Beach departments (Transportation, Public Works, etc.) and Partners departments (Florida Department of Transportation (FDOT) and Miami-Dade County) to prepare documents required from the City per the Interim Agreement with the P3 Developer.

- Package Conceptual Engineering Report (CER) and Attachments
- Technical Provisions

The First Draft of the Design-Build Technical Provisions (Part 2B) was provided to the City for review on August 19, 2016, and will be updated by the Consultant to address City comments, as required. Draft General Project Provisions (Part 1); Design-Build General Obligations (Part 2A); Testing Certification and Revenue Service Preparation (Part 3); and Operations and Maintenance Obligations (Part 4) will be completed for submittal to the P3 Developer by 60 days after authorization of CSO #7, unless otherwise noted, to meet the requirements of the Interim Agreement between the City and the P3 Developer.

The Technical Provisions will include the following items:

- General Project Provisions (Part 1)
- Design-Build General Obligations (Part 2A)
- Design-Build Technical Provisions (Part 2B) (Developed under CSO #5)
- Testing, Certification and Revenue Service Preparation (Part 3)
- Operations and Maintenance (O&M) Obligations (Part 4)
- Phase 2 Environmental Site Assessment (ESA) for VSMOF
- Define Traffic Signal Requirements
- Package Utility Information (provided by City of Miami Beach Public Works Dept)
- Prepare Protocol for 3rd Party Agency Coordination
- Develop Key Performance Indicators (KPIs) for Operations
- Prepare Instructions to P3 Developer
- Fare Collection Guidelines

TASK 2 – QUESTIONS/ANSWERS AND P3 DEVELOPER MEETINGS

In negotiations for the Interim Agreement with the City of Miami Beach, the P3 Developer has requested a series of discussion sessions that will include questions/answers and meetings. To meet these requirements, the Consultant Team will support the City during the Interim Agreement period with the following efforts. This CSO contains hours to cover work through mid-November, 2016.

- Evaluation and Preparation of Responses to Questions from P3 Developer

**KIMLEY-HORN AND ASSOCIATES, INC. CONSULTANT SERVICE ORDER #6 -
PROCUREMENT TEAM TECHNICAL SCOPE OF WORK**

October 20, 2016

Page 3

- Preparation, Participation, and Follow-Up for P3 Developer Meetings

Schedule

The Consultant will provide services as expeditiously as practicable with the goal of meeting a mutually agreeable schedule. The Interim Agreement between the City of Miami Beach (City) and the P3 Developer for the LRT/Modern Streetcar Project specifies deliverable dates for a series of City Deliverables to be provided to the P3 Developer. To meet these specified deliverable dates, the Consultant Team must receive authorization of CSO #7 by no later than October 20, 2016.

This task covers approximately one (1) month of services for Task 2. Funds remaining after one month may be used for similar work activities with the approval by the City. Once the funds allocated for Task 2 are expended, additional support for this task will require authorization of additional budget.

Fee and Expenses

The Consultant will perform the services in Tasks 1 through 2 on an hourly rate basis. Travel expenses will be billed in accordance to the City's current policies. Labor fee will be billed on an hourly basis per the Consultant's current rates. Based on current information, the Consultant estimates that labor fees and expenses will total a not to exceed amount of \$857,128. The fee estimates associated are for general budgeting purposes only and individual actual fees may be less or more than the estimates. Notwithstanding, the total cumulative fee and expenses for Tasks 1 through 2, miscellaneous expenses, out of town travel and direct expenses will not exceed \$857,128 without prior authorization from the City.

<u>Task - Descriptions</u>	<u>Fee/Fee Type</u>
Task 1 - Preparation of City Deliverables for P3 Developer	\$665,550 / Hourly NTE
Task 2 - Questions/Answers & P3 Developer Meetings	\$103,520 / Hourly NTE
Misc. Expenses & Out of Town Travel	\$73,058 / City Policy NTE
Direct Expenses for Phase 2 ESA (Testing and Lab Analysis)	\$15,000 / NTE
Total	\$857,128

**Not to Exceed (NTE)*


JLM/KGB/WAB
Attachments

Kimley»»Horn

October 20, 2016

Jimmy Morales
City Manager
City of Miami Beach
1700 Convention Center Drive
4th Floor
Miami Beach, Florida 33139

**Re: Professional Services Agreement, Consultant Service Order (CSO) #7
P3 Project Procurement Task
City Deliverables per Interim Agreement**

Dear Mr. Morales:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this CSO #7 to the City of Miami Beach for providing the Preparation of City Deliverables per the Interim Agreement with the P3 Developer for the Miami Beach Light Rail/Modern Streetcar Project ("Project"). This CSO provides services in accordance with the terms of the Master Agreement RFQ No. 2015-213-KB for Continuing Professional Services ("Master Agreement") dated December 22, 2015, which is incorporated herein by reference.

Scope of Services

The following process outlines the steps necessary to develop the City Deliverables per the Interim Agreement with the P3 Developer. The Consultant will provide the services as set forth below.

Task 1 – Preparation of City Deliverables for P3 Developer

Key members of the Consultant's P3 Procurement Team Technical Group will work with City of Miami Beach departments (Transportation, Public Works, etc.) and Partners departments (Florida Department of Transportation (FDOT) and Miami-Dade County) to prepare documents required from the City per the Interim Agreement with the P3 Developer.

City Deliverables to the Developer: The Interim Agreement between the City of Miami Beach (City) and the P3 Developer for the LRT/Modern Streetcar Project specifies deliverable dates for a series of City Deliverables to be provided to the P3 Developer. It is anticipated that the Interim Agreement between the City and P3 Developer will not be executed before November 9, 2016.

To meet the City's specified deliverable dates defined in the Interim Agreement, the Consultant Team must receive authorization of CSO #7 by no later than October 24, 2016. The following dates listed for deliverables that will be provided to the P3 developer assume:

- A draft copy of the deliverables will be provided to the City for review 15 days in advance of the due date;
- The City will provide written comments within seven (7) calendar days of receipt of the draft deliverables.

1.1 Package Conceptual Engineering Report (CER) and Attachments

Work developed under CSO #3 (Environmental Analysis/Environmental Compliance Documentation/Financial Analysis) will form the overall supporting documents for this task. The Consultant Team will package these items in a format appropriate for the P3 Developer.

- Draft CER and Attachments will be completed for submittal to the P3 Developer by 60 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer.
- The Draft CER and Attachments will include:
 - Track alignment (Track center line axis definition)
 - Track scheme for mainline (crossover locations) and for the Vehicle Storage, Maintenance, and Operations Facility (VSMOF)
 - VSMOF location confirmation
 - Stop locations, length, and possible expandability
 - Potential power Substation locations at conceptual level along the alignment
 - Right of Way (R/W) definition
 - Parking impacts along the alignment
 - Permanent road traffic impact (e.g. locations for left turns)

- Initial list of permits at City/County/State/Federal level necessary to perform the work
- High level operating plan (operation hours, headways (peak and off-peak), ridership forecast)

Deliverables:

- CER and Attachments

1.2 Technical Provisions

Work developed under CSO #2 (Survey and Mapping), CSO #3 (Environmental Analysis/Environmental Compliance Documentation/Financial Analysis), CSO #5 (Design-Build Technical Provisions) and CSO #7 (Phase 2 Environmental Site Assessment [ESA] for VSMOF) will be built upon and augmented by additional work performed for this CSO #7 to form the items outlined below, which will be provided to the City for review and submission to the P3 Developer. The First Draft of the Design-Build Technical Provisions (Part 2B) was provided to the City for review on August 19, 2016, and will be updated by the Consultant to address City comments, as required. Draft General Project Provisions (Part 1); Design-Build General Obligations (Part 2A); Testing Certification and Revenue Service Preparation (Part 3); and Operations and Maintenance Obligations (Part 4) will be completed for submittal to the P3 Developer by 60 days after authorization of CSO #7, unless otherwise noted, to meet the requirements of the Interim Agreement between the City and the P3 Developer.

The Technical Provisions will include the following items:

1.2.1 General Project Provisions (Part 1)

- General
- Alignment
- Trails
- Streetcar Stops
- Operations and Maintenance Facilities
- Vehicles and Systems
- Operations, Maintenance, Handback Requirements
- Third Party Agreement Requirements
- Owner Utility Agreements
- Environmental Mitigation

1.2.2 Design-Build General Obligations (Part 2A)

- Project Management

- Project Team
- Design (to be completed for submittal to the P3 Developer by 60 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer)
- Geotechnical
- Environmental Requirements
- LEED Requirements
- System Safety
- System Security
- Schedule
- Submittals
- Progress Reports
- Project Meetings
- Public Information and Communications
- Quality Program
- Construction Safety Requirements
- Construction Security Requirements
- Work Restrictions
- Third Party Coordination
- Utility Coordination
- Maintenance of Traffic
- Maintenance of Functionality for Department of Public Works and Fire Department during Construction of Vehicle Storage, Maintenance, and Operations Facility (to be completed for submittal to the P3 Developer by 75 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer)
- Temporary Utilities
- Temporary Facilities
- Survey and Layout
- Cleaning
- Training
- Record Documents
- Right of Way
- Resiliency Component
- Non-Compliance Requirements for Design/Build Phase
- Interoperability Standards

Design-Build Technical Provisions (Part 2B) (Developed under CS0 #5)

- General
- Track Alignment and Vehicle Clearance
- Civil Work
- Utilities
- Traffic
- Trackwork
- Structural
- Vehicle
- Vehicle Storage, Maintenance, and Operations Facility
- Traction Power Supply and Distribution
- Stray Current and Corrosion Control
- Signal and Route control
- Communications
- Fare Collection
- Stops

1.2.3 Testing, Certification and Revenue Service Preparation (Part 3)

- Test Program
- Safety and Security Certification
- Rail Activation
- Operational Readiness

1.2.4 Operations and Maintenance (O&M) Obligations (Part 4)

To be completed for submittal to the P3 Developer by 75 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer.

- Project Management and Coordination
- Performance Requirements
- Operations
- Cleaning
- Maintenance
- Asset Management
- Handback
- Non-Compliance for O&M Phase

1.2.5 Phase 2 Environmental Site Assessment (ESA) for VSMOF

The Phase II ESA for the VSMOF site located at the Miami Beach Public Works Facility will include the following items.

- All sampling will be conducted consistent with Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) as revised March 1, 2014. Laboratory analyses will be completed by an accredited member of the National Environmental Laboratory Accreditation Conference (NELAC).
- The potential assumed sources of contamination on the Site are as follows:
 - Adjacent former golf course for past pesticide use
 - Adjacent Fire Station for two former underground storage tanks (USTs) and one active above ground storage tank (AST)
 - Historical Operations and Observations
 - Former pump station
 - Florida Power and Light (FPL) transfer stations
 - One diesel and one waste oil AST
 - Dumpster area
 - Waste asphalt and soil stockpile area
 - Past use as a public works facility operational yard since prior to the 1950s
- Groundwater and soil sampling will be conducted using Direct Push Technology (DPT) and will be completed as follows:
 - Utility clearance with Public Works and private locates using ground penetrating radar (GPR)
 - Groundwater – installation and sampling of up to seven (7) temporary groundwater monitoring wells consisting of 10 feet of prepacked Geoprobe-well screens
 - Soil – completion of up to 15 soil borings to the top of the water table and collection of samples using a Geoprobe Macrocore sampler
 - Analysis of samples for one or more of the following parameters
 - Volatile Organic Compounds (VOCs)
 - Semi-Volatile Organic Compounds (SVOCs)
 - 8 RCRA Metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver)

- Chlorinated pesticides
- Laboratory analysis of up to seven (7) groundwater samples and 15 soil samples
- Preparation of Phase II ESA Report (to be completed for submittal to the P3 Developer by 75 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer)

Deliverables:

- General Project Provisions (Part 1)
- Design-Build General Obligations (Part 2A)
- Design-Build Technical Provisions (Part 2B) (Developed under CSO 5)
- Testing, Certification, and Revenue Service Preparation (Part 3)
- Operations and Maintenance (O&M) Obligations (Part 4) to be completed for submittal to the P3 Developer by 75 days after authorization of CSO #7
- Phase II ESA Report to be completed for submittal to the P3 Developer by 75 days after authorization of CSO #7
- Topographical Survey for Phase 1 (developed under CSO 2) to be completed for submittal to the P3 Developer by 60 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer
- Topographical Survey for Phase 2 (developed under CSO 2), including Alton Road, Dade Boulevard and the VSMOF site, to be completed for submittal to the P3 Developer by 90 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer

1.3 Define Resiliency Program Requirements

This task will be the full responsibility of the City of Miami Beach.

Resiliency program requirements for the project will be specified by the City's Department of Public Works. The resiliency program requirements will be completed by the City for submittal to the P3 Developer to meet the requirements of the Interim Agreement between the City and the P3 Developer. The Resiliency Program requirements will include:

- Explanation of specified geographical areas impacted by the program
- As-Built drawings for the existing roadways (that are available)

Deliverables:

- Resiliency Program Requirements

1.4 Define Traffic Signal Requirements

Traffic signal requirements for the project will be defined in coordination with the City's Department of Transportation and Miami-Dade County. The traffic signal requirements will include:

- Transit Signal Priority (TSP): strategy definition (priority, full preemption) along alignment. The TSP strategy definition will be completed for submittal to the P3 Developer by 60 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer.
- TSP implementation strategy: clarification of selected technology (loop vs radio based system). The TSP implementation strategy definition will be completed for submittal to the P3 Developer by 90 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer.

Deliverables:

- Traffic Signal Requirements

1.5 Identify Radiofrequency Options

This task will be the full responsibility of the City of Miami Beach.

Radiofrequency options for the project will be identified by the City's Department of Transportation and other applicable City departments that are responsible for the current and planned City radio systems. The radiofrequency options will be coordinated and provided for submittal to the P3 Developer by the City to meet the requirements of the Interim Agreement between the City and the P3 Developer. The radiofrequency options will address the following items.

- Confirmation of possibility to use some talk groups on the existing City of Miami Beach public service radio system for the LRT/Modern Streetcar operational and maintenance radios;
- Confirmation of possibility to use a data channel on the existing City of Miami Beach public service radio system to provide a data path for the automatic vehicle location system (AVLS)

Deliverables:

- Identification of Radiofrequency Options for the Project

1.6 Assemble and Package Utility Information

This task will be the full responsibility of the City of Miami Beach.

Utility information for the project will be assembled by the City's Department of Public Works. The utility information will be provided by the City to meet the requirements of the Interim Agreement between the City and the P3 Developer. The utility information will include the following items depending on their availability.

- As-Built Utility (including drainage) information data along the alignment
- Utility age along the alignment
- List of registered utility owners within the perimeter of project

Deliverables:

- Utility Information to the Extent Available

1.7 Prepare Protocol for 3rd Party Agency Coordination

The protocol for 3rd party agency coordination will be defined by the City's Department of Transportation, the City's Department of Public Works, and other applicable City departments. The protocol for 3rd party agency coordination will be provided for submittal to the P3 Developer by 60 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer. The Protocol for third party agency coordination will include the major third party agencies, contact information and process for coordination.

Deliverables:

- Protocol for 3rd Party Agency Coordination

1.8 Develop Key Performance Indicators (KPIs) for Operations

KPIs will be developed for measurement during the project's operations phase. The KPIs will be developed for submittal to the P3 Developer by 90 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer. It is anticipated that the KPIs for the project will address:

- Operations
- Maintenance
- Safety

- Handback

The KPIs will also include a non-compliance regime to address events of non-compliance and how these will be handled.

Deliverables:

- KPIs and Non-compliance Regime

1.9 Prepare Instructions to P3 Developer

Instructions to the P3 Developer will be prepared. These instructions will be consistent with the Proposal Requirements Document (PRD), Interim Agreement with the P3 Developer, and will focus on elements needed to reach a Comprehensive Agreement and Financial Close with the P3 Developer. The Instructions to the P3 Developer will be completed for submittal to the P3 Developer by 60 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer except for the Funding Plan, which will be completed for submittal to the P3 Developer by 120 days after authorization of CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer. The Instructions to the P3 Developer will include:

- Description of Funding Plan
- Process for review and comments on early deliverables
- Process for Questions/Answers and One-on-One meetings
- Process for Alternative Technical Concepts
- Format for Technical deliverables
- Format for Price and Financial Plan deliverables
- Required Forms
- Process for Review of Technical and Price/Financial Plan deliverables
- Process for Negotiations and Key Steps for Comprehensive Agreement
- Key Steps for Financial Close

Deliverables:

- Instructions for P3 Developer including the Funding Plan

1.10 Fare Collection Guidelines

Fare collection guidelines for the project will be defined in coordination with the City's Department of Transportation and Miami-Dade County. The fare collection guidelines will be completed for submittal to the P3 Developer by 60 days after authorization of

CSO #7 to meet the requirements of the Interim Agreement between the City and the P3 Developer. The fare collection guidelines may include connection to an existing fare collection system, type of payment, etc.

Deliverables:

- Fare Collection Guidelines

Task 2 – Questions/Answers and P3 Developer Meetings

In negotiations for the Interim Agreement with the City of Miami Beach (City) for the LRT/Modern Streetcar Project, the P3 Developer has requested a series of discussion sessions that will include questions/answers and meetings. To meet these requirements, the Consultant Team will support the City during the Interim Agreement period with the following efforts.

2.1 Evaluating and Preparing Responses to Questions from P3 Developer

The Consultant Team will support the City in evaluating and responding to questions from the P3 Developer. This task will include the following major areas of questions and answers in support for City staff. This task covers services through the execution of the Interim Agreement between the City and P3 Developer on October 19, 2016. Funds remaining after October 19, 2016, may be used for similar work activities with the approval by the City. Once the funds allocated for this task are expended, additional support for this task will require authorization of additional budget.

- Coordination with City staff on questions received and assigning the follow-up to the questions to the appropriate staff to develop draft responses for the City's review. Follow-up tasks as needed to respond to the questions.
- Key areas that may be subject to questions include the following. The Consultant Team will support the City in areas besides legal questions that will be addressed by the City Attorney and outside legal counsel.
 - Project Scope
 - Project Environmental Review
 - Project Definition and Scope
 - Construction in street ROW
 - Utilities along the Project alignment
 - Maintenance location and facility
 - LRT/Streetcar vehicle and systems certification

- LRT/Streetcar Operating Plan and standards
- Interoperability guidelines
- Maintenance approach and standards
- P3 approach
 - Term
 - Risk approach for key areas including:
 - Utilities
 - Permits
 - Underground conditions compared to surveys/testing
 - Maintenance periods
 - Operating Plan (flexibility or strict and approach for deviations)
 - KPIs, non-compliance approach and penalty system
 - Availability Payment including sources and timing of funding
 - Financing options
 - Project finance plan
 - Project Funding Plan
 - Documents/Forms

Deliverables:

- Draft Answers and Summaries in Response to Questions and Proposals from the P3 Developer
- Updated City Deliverables Based on Comments from the P3 Developer and Direction from the City

2.2 Preparation, Participation, and Follow-Up for P3 Developer Meetings

The Consultant Team will attend meetings with the P3 Developer to support the City in discussions on key issues for the Technical, Business, and Financial issues. This task will also require coordination with the City before and after the meetings with the P3 Developer. This task covers services through the execution of the Interim Agreement between the City and P3 Developer on October 19, 2016. Funds remaining after October 19, 2016, may be used for similar work activities with the approval by the City. Once the funds allocated for this task are expended, additional support for this task will require authorization of additional budget.

Deliverables:

- Meeting Agendas, Presentation Materials, Documentation of Discussion
- Draft Answers and Summaries in Response to Questions and Proposals from the P3 Developer
- Updated City Deliverables Based on Comments from the P3 Developer and Direction from the City

Information Provided by Client

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by the Consultant during the project.

Schedule

The Consultant will provide services as expeditiously as practicable with the goal of meeting a mutually agreeable schedule. The Interim Agreement between the City of Miami Beach (City) and the P3 Developer for the LRT/Modern Streetcar Project specifies deliverable dates for a series of City Deliverables to be provided to the P3 Developer. To meet these specified deliverable dates, the Consultant Team must receive authorization of CSO #7 by no later than October 1, 2016. We anticipate the effort outlined in Task 1 will take approximately 3-4 months and will be completed by January/February 2017.

This task covers services through the execution of the Interim Agreement between the City and P3 Developer on October 19, 2016, for Task 2. Funds remaining after October 19, 2016, may be used for similar work activities with the approval by the City. Once the funds allocated for Task 2 are expended, additional support for this task will require authorization of additional budget.

Fee and Expenses

The Consultant will perform the services in Tasks 1 through 2 on an hourly rate basis. Travel expenses will be billed in accordance to the City's current policies. Labor fee will be billed on an hourly basis per the Consultant's current rates. Based on current information, the Consultant estimates that labor fees and expenses will total a not to exceed amount of 857,128. The fee estimates associated are for general budgeting purposes only and individual actual fees may be

less or more than the estimates. Notwithstanding, the total cumulative fee and expenses for Tasks 1 through 2, miscellaneous expenses, out of town travel and direct expenses will not exceed \$857,128 without prior authorization from the City.

<u>Task - Descriptions</u>	<u>Fee/Fee Type</u>
Task 1 - Preparation of City Deliverables for P3 Developer	\$665,550 / Hourly NTE
Task 2 - Questions/Answers & P3 Developer Meetings	\$103,520 / Hourly NTE
Misc. Expenses & Out of Town Travel	\$73,058 / City Policy NTE
Direct Expenses for Phase 2 ESA (Testing and Lab Analysis)	15,000 / NTE
Total	\$857,128

**Not to Exceed (NTE)*

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 December 22, 2015, which is incorporated herein by reference. As used in the Master Agreement RFQ No. 2015-213-KB, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to The City of Miami Beach.

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: Gregory S Kyle, AICP
Senior Vice President

Approved:

CONSULTANT

CITY OF MIAMI BEACH



9/28/16

Senior Vice President Date

City Manager

Date