

RESOLUTION NO. 2025-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO AN AGREEMENT WITH KIMLEY-
HORN FOR THE LUDLAM ROAD ROW AND SUP
DESIGN PROJECT; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, Resolution 2005-8 authorized negotiation of a proposal with Kimley-Horn for the *Ludlam Road Right-of-Way and Share-Use-Path Design Project*.

WHEREAS, the Village Manager has negotiated such agreement; and

WHEREAS, the Village Manager wishes to enter into an agreement with Kimley-Horn for the *Ludlam Road Right-of-Way and Share-Use-Path Design Project*;

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager to enter into the attached agreement with Kimley-Horn for the *Ludlam Road Right-of-Way and Share-Use-Path Design Project*, in amount not to exceed \$1,049,837.02.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of April, 2025.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda




PINECREST

Office of the Village Manager

DATE: April 1, 2025

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution Authorizing the Village Manager to Enter into a Professional Services Agreement with Kimley-Horn for the Ludlam Road Right-of-Way and Shared-Use-Path Design Project

The Village of Pinecrest published a Request for Qualifications (RFQ) for the Ludlam Road Right-of-Way and Shared-Use-Path Design project, which will provide professional services for design and construction administration. As a result of the RFQ, five (5) proposals were received by January 16, 2025, deadline.

At the February 11, 2025, meeting, Village Council authorized the Village Manager to negotiate a professional services agreement with the selected firm, Kimley-Horn. After a successful negotiation, Kimley-Horn has agreed to perform the Ludlam Road Right-of-Way and Shared-Use-Path Design project for the total amount of \$1,049,837.02.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to enter into a professional services agreement with Kimley-Horn for the Ludlam Road Right-of-Way and Shared-Use-Path Design project.

March 6, 2025

David J. Mendez, PE
Public Works Director
Village of Pinecrest
Office of Public Works
10800 Red Road
Pinecrest, FL 33156

Re: Professional Services Agreement for Ludlam Road Right-of-Way and Shared-Use Path Design (Project No 2024-023)

Dear Mr. Mendez:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Village of Pinecrest ("Client", "The Village") for providing professional engineering and landscape architecture services. Our project understanding, scope of services and fee are below.

Project Understanding

The Village is seeking the professional services for the design of an eight-foot-wide shared-use asphalt path from SW 133rd Terrace to south of SW 88th Street/Kendall Drive along the west side of SW 67th Ave/Ludlam Road in conjunction with existing pavement condition assessment, upgrades and rehabilitation improvements to the road along the public right-of-way. The fees included in this document are based on an 18-month design schedule. This scope of services assumes the project will follow FDOT Florida Greenbook requirements as a Class D LAP Projects for under ten (10) million dollars construction projects.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1A – Data Collection

This task will consist of the following:

- Survey Data (by M.G.Vera and Associates) – includes full survey of the project limits including right-of-way lines (title searches not included) and tree survey. The complete scope and fee of this task is included in Attachment C. Test Holes are not included in this scope, to be supplemented later as needed.
- Utility Coordination: Kimley-Horn will submit for a Sunshine Design ticket to identify utilities along the corridor and coordinate to confirm ownership of potential impacts.
- Roadway Pavement Structural Testing (by IMS) – includes assessment of structural integrity using a Fast-Falling Weight Deflectometer vehicle. The complete scope and fee of this task is included in Attachment D.
- Geotechnical Investigation (by Geosol Inc.) – includes the performance of an asphalt coring program. The complete scope and fee of this task is included in Attachment E.

- Arborist services (by Tropical Designs of Florida) – includes ISA Certified arborist review and reporting. The complete scope and fee of this task is included in Attachment F.

Task 1B – Project Walkthrough to Provide Preliminary Alignment

We will meet with the Village to perform a field visit with the Public Works Department and their arborist to walk the project to identify locations of concern, define the path alignment and select the mutually agreed upon solution for each instance. The field visit will be attended by Kimley-Horn Roadway and Landscape Architecture discipline leads as well as the ISA Certified Arborist subconsultant.

Task 2 – Preliminary Layout (30% Submittal) and Design Concept Layout

The information obtained and prepared in this task will be submitted to the Village in the form of a Design Concept Report, which will consist of:

- Project Background and Scope of Work
- Utility Coordination
- Right of Way review and possible conflicts
- Field Review summary
- Arborist Report
- Environmental Needs
- Topographic Survey
- Geotechnical Report
- Pavement assessment and rehabilitation recommendations
 - FDOT Flexible Pavement Design:
 - Analyze the existing pavement information provided by subs and use this information to prepare the flexible pavement design for the corridor.
 - Obtain traffic data from FDOT Online Tool and perform the 18-KIP Equivalent Single Axle Load (ESAL) calculations required for the pavement design.
 - Prepare Pavement Design for the corridor.
- Drainage Impacts, limited to inlet or manhole top modification and/or adjustments as needed for Shared-Use path design.
- Preliminary improvements layout (including path alignment, areas of pavement rehabilitation, impacts to signalized intersections, aboveground utilities and trees).
- Preliminary Tree Disposition Plan: Kimley-Horn will provide a tree disposition plan, which will provide identifying information (e.g., scientific and common names, overall height, breast height, and canopy diameter) and graphical location (current and after relocation) for each individual tree being applied for disposition/removal/relocation, based upon the ISA Certified arborist's report (not included in this scope of services). The tree disposition plan will also include estimated tree mitigation requirements.
- Preliminary Opinion of Probable Cost

Task 3 – Design Kickoff Meeting

Upon the Village's review of the design concept report, Kimley-Horn will meet with The Village to confirm all design decisions prior to moving to the design phase. The agenda for this meeting is to be determined based on the findings in Task 1A, 1B and 2.

Task 4 – Design Plans

In this phase, Kimley-Horn will prepare the design plans with interim submittals to give The Village an opportunity to not only review the progress of the design and provide input, but also to give the public additional chances to provide input and keep them engaged. Our schedule includes two weeks for the Village to review the plans and provide comments at each phase. Plans will be submitted to FDOT LAP group and Miami-Dade County (MDC) Regulatory Economic Resources (RER), Traffic Engineering Division (TED) and Traffic Engineering and Signs (TSS) Division.

The planned submittals are:

- 60% Roadway, TTCP, Signing and Marking and Signalization Plans, Tree Disposition Plan and Opinion of Probable Cost (OPC)
- 90% Plans (inclusive of Landscape Planting), OPC, LAP Project Specs (Big 3) and FDOT LAP Certifications
- Final Plans, Specifications, and Estimates (PS&E Submittal)

Roadway and Shared-Use Path Plans

Kimley-Horn will produce a roadway set of plans for the corridor in compliance with FDOT Florida Greenbook requirements. The plans will include a cover sheet, general notes, summary of quantities, up to two (2) typical sections with pavement design information, variable milling and resurfacing details (up to 3), roadway plan-profile sheets depicting the shared-use path vertical profile, roadway cross sections every 100' (addressing swale regrading, shoulder reconstruction and cross slope correction) as well as critical cross sections at driveways.

Drainage improvements are limited to modifications to existing structures in conflict with the shared-use-path. Drainage design services will be limited to reviewing existing conditions and assessing additional impervious areas to modify the existing swales located adjacent to the pathway to accommodate the increased runoff from the minor pathway widening. It is assumed that the stormwater management system for the project area is self-contained with no off-site discharges to any receiving surface water. Routing calculations (i.e. ICPR H&H calculations) are not expected to be necessary for the minor roadway widening and pathway widening/replacement. Drainage related services to be provided will include the following:

- Drainage calculations related to additional impervious areas and proposed swale regrading.
- Preparation of a drainage technical memo documenting runoff and storage calculations.

Temporary Traffic Control Plans (TTCP) – Level I

Kimley-Horn will prepare Temporary Traffic Control Plans in accordance with FDOT requirements for a Level I (TTCP). The TTCP plans will include general notes, phase notes, phase typical sections.

Signing and Pavement Marking Plans

Kimley-Horn will prepare a set of Signing and Pavement Marking Plans in accordance with all Florida Greenbook and latest MUTCD criteria that includes general notes, plan sheets and special details.

Signalization

Kimley-Horn will prepare signal modification plans for 4 intersections along the corridor. The intersections are Ludlam Road/SW 67th Ave at SW 104th Street, SW 112th Street, SW 120th Street and SW 124th Street. No changes to mast arms are anticipated. The plans will include details for new/upgraded pedestrian push buttons and vehicle detection systems as well as general notes and special details as required by Miami-Dade County Traffic Signals and Signs Division.

Task 5 – Utility Coordination

This scope of services does not expect any work from the proposed improvements to require the relocation of any underground utilities. The plans will show the information provided by Utility Agency Owners (UAO) as part of the utility coordination effort in order to depict the existing facilities within the corridor. It is expected that manholes, and valves will be adjusted as well as fire hydrant relocations within the limits of the proposed improvements. Kimley-Horn will request a Sunshine ticket to identify the existing utility providers within the project limits and will distribute plans to these utility providers for them to markup their facilities within the corridor. These markups will be transferred to the plans. Kimley-Horn will hold up to two (2) meetings (one after 60% and one after 90% submittal) with the utility owners to obtain clear letters or a Utility Work Schedule (UWS) from the UAOs if needed.

Task 6 – Public Involvement

Kimley-Horn will assist the Village in their Public Involvement efforts. Kimley-Horn will attend up to one (1) Public Meeting at a date decided by the Village. This scope of services is limited to meeting attendance by two (2) Kimley-Horn Staff and to provide a roll plot with the proposed design as well as a two (2) boards that may include a general enhanced typical section for the corridor. These materials will be provided in PDF and hardcopies to the Village. Additional visual aids and renderings are not included in this scope of services. Additional public involvement assistance tasks are included in Attachment G for Media Relations Group.

Task 7 – Landscape Design & Plans:

For 90% submittal, Kimley-Horn will prepare, from the roadway plans and direction from the “Project Walkthrough to Provide Preliminary Alignment” (i.e., Task 2) with the Client, the following drawings and specifications:

Final Tree Disposition Plan: Kimley-Horn will provide a tree disposition/mitigation/relocation plan, which will provide identifying information (e.g., scientific and common names, overall height, breast height, and canopy diameter) and graphical location (current and after relocation) for each individual tree being applied for disposition/removal/relocation, based upon the client provided tree survey and consulting arborist’s report

Planting Plans: Kimley-Horn will develop planting plans to include proposed trees, palms, and understory plantings. Planting plan will include a detailed layout of the proposed plantings with a plant list identifying species, quantities, and sizes for all trees, shrubs, ground covers, and ornamental grasses. Planting plans will fix the separation line between turf and planter areas and will identify plant species symbols and plant quantities for each bed.

Planting Details: Kimley-Horn will prepare typical plant details to communicate the proper result of plant installation, including anchoring details, a plant spacing diagram, and tree guying.

Meetings and Deliverables: Kimley-Horn will revise the above listed plans and exhibits one (1) time to address reasonable agency comments. If agency comments require significant changes to the design intent Kimley-Horn will perform said revisions as an additional service. Our proposal includes three (3) formal submittals during the Contract Document phase, at the 90%, 100% and Signed and Sealed completion levels, which will consist of following:

- One (1) Tree Disposition Plan
- One (1) Planting Plan
- One (1) Planting Details

Drawings will be provided as PDF format drawing files.

Plant Schedules of Material to be provided by The Client.

Task 8 – FDOT LAP and ERC Coordination

Kimley-Horn will attend meetings, coordinate and respond to comments from FDOT on a limited amount basis. The following are minimum items related to this task:

- Kickoff meeting with FDOT
- Detailed FDOT schedule for LAP requirement compliance
- Review and respond to FDOT comments on the ERC for 60% submittal.

Required FDOT environmental permitting, including Bonneted Bat Survey not included and is to be supplemented later.

Additional effort beyond the expected will be billed hourly or supplemented.

Task 9 – Meetings, Field Visit & Agency Coordination

Kimley-Horn will attend meetings and field visits as well as coordinate with agencies having jurisdictions on a limited amount basis. The following meetings are expected:

- Field Visits
 - a. Sign Inventory field visit
 - b. Pavement assessment field visit
- One (1) presentations/in-person meetings to Village Staff
- Four (4) conference calls / progress meetings with Village of Pinecrest
- One (1) meetings with RER. One meeting for pre-application meeting and another meeting for comment review/discussion
- Two (2) meetings with MDC Traffic Engineering Department and MDC Traffic Signals and Signs Division

Additional meetings and site visits beyond the expected will be billed hourly or supplemented.

Additional Services

Upon the City's written authorization, Kimley-Horn will provide any additional services that may be required beyond those described in Tasks 1 through 10. Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

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

Schedule

The terms of this agreement are scheduled to start upon receipt of Notice to Proceed (NTP) and conclude 18 months from the date of the NTP. We will provide our services as expeditiously as possible to meet the mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 7 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Kimley-Horn will perform the services in Tasks 8 - 9 on a labor fee plus expense basis with the

maximum labor fee shown below.

	Task Description	Effort Utilized for Task	Fee Structure
1A & 1B	Data Collection & Project Walkthrough	\$15,000	Lump Sum
2	Preliminary Layout (30% Submittal)	\$84,000	Lump Sum
3	Design Kick-off Meeting	\$8,000	Lump Sum
4	Design Plans		
	Roadway and SUP Plans	\$320,000	Lump Sum
	Traffic Control Plans - Level I TCP	\$10,000	Lump Sum
	Signing and Marking Plans	\$60,000	Lump Sum
	Signalization Plans	\$85,000	Lump Sum
5	Utility Coordination	\$24,000	Lump Sum
6	Public Involvement	\$14,000	Lump Sum
7	Landscape Design & Plans	\$68,000	Lump Sum
8	FDOT LAP and ERC Coordination	\$15,000	Limiting Amount
9	Meetings, Field Visit & Agency Coordination	\$30,000	Limiting Amount
Sub 1	Survey – Attachment C	\$257,025.45	Lump Sum
Sub 2	Pavement Testing – Attachment D	\$9,475.00	Lump Sum
Sub 3	Geotechnical – Attachment E	\$18,158.46	Lump Sum
Sub 4	ISA Certified Arborist – Attachment F	\$23,678.11	Lump Sum
Sub 5	Public Involvement – Attachment G	\$8,500.00	Lump Sum
Total Lump Sum Fee (Kimley-Horn)		\$688,000.00	
Total Lump Sum Fee (subs)		\$316,837.02	
Total Limiting Amount (Kimley-Horn)		\$45,000.00	
Total Limiting Amount (subs)		0.00	
Grand Total		\$1,049,837.02	

Kimley-Horn and Associates, Inc.

Hourly Rate Schedule

Classification	<i>Rate</i>
Senior Professional	\$335.00
Project Manager	\$285.00
Civil Engineer	\$245.00
Staff Engineer	\$195.00
Senior Landscape Architect	\$310.00
Landscape Architect	\$245.00
Designer	\$195.00
Support Staff	\$140.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates.

All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Village of Pinecrest.

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

_____ Please email all invoices to _____

_____ Please copy _____

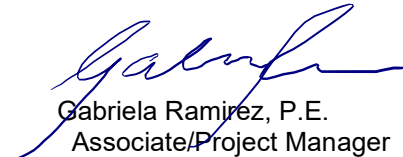
If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

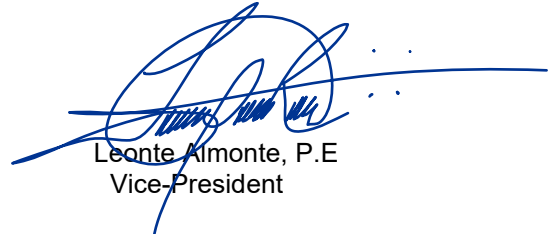
To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

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.


Gabriela Ramirez, P.E.
Associate/Project Manager


Leonte Almonte, P.E.
Vice-President

Village of Pinecrest
A Municipality

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Client's Federal Tax ID: _____

Attachment A – Standard Provisions
Attachment B – Consultant's Quotation Proposal
Attachment C – Survey Subconsultant Proposal
Attachment D – Pavement Structural Testing Subconsultant
Attachment E – Geotechnical Subconsultant Proposal
Attachment F – Public Involvement Subconsultant Proposal

ATTACHMENT A

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or

words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available

to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(20) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES
RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

ATTACHMENT B

CONSULTANT'S QUOTATION PROPOSAL

Project Name: Ludlam Road ROW and Shared Use Path
 Consultant's Name: Kimley-Horn & Associates
 Project Number:
 Project Length: 3 Miles

STAFF HOURS

Task	Activity	Senior Professional	Project Manager	Civil Engineer	Staff Engineer	Senior Landscape Architect	Landscape Architect	Designer	Support Staff	Staff Hours by Activity	Salary Cost for Activity
	Distribution	2%	15%	16%	24%	5%	15%	20%	3%	100%	
1A & 1B	Data Collection & Project Walkthrough	1	8	10	18	2	9	15	3	66	\$15,000
2	Preliminary Layout (30% Submittal)	5	44	55	103	14	51	86	18	376	\$84,000
3	Design Kick-off Meeting	0	4	5	10	1	5	8	2	35	\$8,000
4	Design Plans										
	Roadway and SUP Plans	19	168	209	394	52	196	328	69	1435	\$320,000
	Traffic Control Plans - Level I TCP	1	5	7	12	2	6	10	2	45	\$10,000
	Signing and Marking Plans	4	32	39	74	10	37	62	13	271	\$60,000
	Signalization Plans	5	45	56	105	14	52	87	18	382	\$85,000
5	Utility Coordination	1	13	16	30	4	15	25	5	109	\$24,000
6	Public Involvement	1	7	9	17	2	9	14	3	62	\$14,000
7	Landscape Design & Plans	4	36	44	84	11	42	70	15	306	\$68,000
	TOTAL HOURS	41	362	450	847	112	422	705	148	3087	\$688,000
	2025 Rates	\$335	\$285	\$245	\$195	\$310	\$245	\$195	\$140		
	Totals S-H and Cost	\$13,700	\$103,200	\$110,300	\$165,200	\$34,700	\$103,400	\$137,500	\$20,700	\$689,000	

TOTAL LUMPSUM FEE BREAKDOWN BY ACTIVITY	Amount
Data Collection & Project Walkthrough	\$15,000.00
Preliminary Layout (30% Submittal)	\$84,000.00
Design Kick-off Meeting	\$8,000.00
Design Plans	\$475,000.00
Utility Coordination	\$24,000.00
Public Involvement	\$14,000.00
Landscape Design & Plans	\$68,000.00
Subconsultant (MGVera) Survey	\$257,025.45
Subconsultant (IMS) Pavement Testing	\$9,475.00
Subconsultant (Geosol) Geotechnical	\$18,158.46
Subconsultant (MRG) Public Involvement	\$23,678.11
Subconsultant (TDF) Arborist	\$8,500.00
Maximum Lump Sum Fee	\$1,004,837.02

TOTAL LUMP SUM \$1,004,837.02

CONSULTANT'S QUOTATION PROPOSAL

Project Name: Ludlam Road ROW and Shared Use Path

Consultant's Name: Kimley-Horn & Associates

Project Number:

Project Length: 3 Miles

STAFF HOURS

	Activity	Senior Professional	Project Manager	Civil Engineer	Staff Engineer	Senior Landscape Architect	Landscape Architect	Designer	Support Staff	Staff Hours by Activity	Salary Cost for Activity
	Distribution	1%	10%	18%	34%	2%	10%	20%	5%	100%	
8	FDOT LAP coordination	0	5	11	26	1	6	15	5	69	\$15,000
9	Meetings, Field Visit & Coordination	2	16	20	37	5	18	31	6	135	\$30,000
	TOTAL HOURS	2	21	31	63	6	24	46	11	204	\$45,000
	2021 Rates	\$335	\$285	\$245	\$195	\$310	\$245	\$195	\$140		
	Totals S-H and Cost	\$700	\$6,000	\$7,600	\$12,300	\$1,900	\$5,900	\$9,000	\$1,500	\$45,000	

TOTAL LIMITING AMOUNT FEE BREAKDOWN BY ACTIVITY	Amount
FDOT LAP coordination	\$15,000.00
Meetings, Field Visit & Coordination	\$30,000.00
Maximum Limiting Amount Fee	\$45,000.00

TOTAL LIMITING AMOUNT \$45,000.00

ATTACHMENT C



13960 SW 47th St, Miami, FL 33175
t: 305.221.6210 | f: 305.221.1295
www.mgvera.com

March 6, 2025

Survey Scope of Service

Gabriela P. Ramirez, P.E.
Kimley-Horn
2 Alhambra Plaza
Suite 500
Coral Gables, FL 33134

Project: Village of Pinecrest Ludlam Drive
Limits: See Attached Sketch

MGV appreciates the opportunity to perform our Design Survey and SUE (Subsurface Utility Engineering) services on this project. Below is the scope of services. In addition to the specific scope items, all survey work shall adhere to Standards of Practices for Land Surveyors Rule 5J-17 F.A.C., Florida Statue 472.027 and SUE work will follow ASCE 38-22 Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.

Scope of Services

This scope is derived with the intention of gathering sufficient survey data to submit a complete design survey. The proposed Design Survey Scope of work includes the following tasks:

14.1 Horizontal Control

Horizontal Project Network Control (HPNC) will be established on the Florida State Plane Coordinate System, East Zone, and North American Datum (NAD) of 1983 / 1990 Adjustment. Horizontal Control will be placed in Topo file and the survey database.

14.2 Vertical Control

Vertical Project Network Control (VPNC), will be established on the NAVD 88 vertical datum. Vertical Control will be placed in Topo file and the survey database.

14.3 Survey Baseline

The Historic survey baseline and right of ways will be established and all intersecting side-streets as per recorded instruments including Right of Way Maps, platted and / or dedicated rights of ways, etc. Survey baselines will be placed in Topo file and the survey database.

14.4 Topographic Survey / DTM (3D)

Topographic and DTM Survey will be performed from right of way to right of way and 10' west of the west right of way along the project limits where accessible as shown on Exhibit A attached here-to. Survey will extend approximately 50-ft along intersecting side-streets. All above ground features and improvements, break-lines, high and low points will be located with sufficient density of points in order to create a DTM. All topographic features will be located including: existing lighting, pavement markings, trees, pedestrian ramps, driveways, visible above ground utilities, sodded and paved areas, pedestrian ramps, drainage structures, etc. All Topographic / DTM Surveys will follow and meet all applicable standards & guidelines and delivered in MicroStation or AutoCAD.

Note:

- Trees over 4" DBH will be located and labeled with Survey common names, i.e. Palm, Pine, Oak.

14.7 Drainage Survey

A Drainage Survey will be performed within the project limits. Survey will identify the type of structure, rim elevation, pipe invert elevation, pipe materials, direction, size and condition.

Note:

- *In cases where structure is full of water and or sediment, MGV will visit said structures a maximum of 2 visits; if structures is still un-accessible, said structure will be reported to the Project Manager. Structure cleanout will be performed by Miami – Dade County Maintenance crews.*

14.9 Sectional/Grant Survey & Subdivision Locations

Survey consisting of field locations of section corners, 1/4-section corners, and fractional corners as well as block closures, monument lines, etc., will be performed in order to establish the right of way lines along all intersecting side-streets.

14.10 Work Zone Safety

Work zone survey safety will be provided as required by applicable standards.

14.11 Project Network Control

PNC will be displayed in the Topographic Survey and survey database

Deliverables:

- **Electronic Cad files in MicroStation or AutoCAD Format, drawings to follow FDOT CAD format (line styles)**
- **Topographic Survey Map**
- **Master CADD File**
 - Alignment
 - Section and 1/4 Section Lines
 - Subdivisions / Property Lines
 - Existing Right of Way
 - Topography
- **Sheet Files**
 - Topographic Survey Cover Sheet
 - Topographic Survey Key Sheet
 - Topographic Survey Detail Sheet
 - 4 hard copies signed and sealed (full size)

Fees:

Survey (Lump SUM):

\$257,025.45

We look forward to providing our services and please contact me if you have any questions or require additional information.

Sincerely,
Manuel G. Vera & Associates, Inc.



Mark R. Sowers, PSM

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Ludlam Trail - Contract Rates E19-DTPW-04
County: Miami - Dade county
FPN: 0
FAP No.: N/A

Consultant Name: Manuel G. Vera & Assoc., Inc.
Consultant No.:
Date: 2/24/2025
Estimator: Manny Vera Jr.

Staff Classification	Total Staff Hours From "SH Summary Firm"	Principal Surveyor	Surveyor Computer	Draftsperson				Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
														By Activity	Cost By Activity	Rate Per Task
		\$199.83	\$121.21	\$107.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
27. Survey (Field & Office Support)	485	48	145	292	0	0	0	0	0	0	0	0	0	485	\$58,627	\$120.88
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	185	19	56	110	0	0	0	0	0	0	0	0	0	185	\$22,436	\$121.28
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	670	67	201	402	0	0	0	0	0	0	0	0	0	670		
Total Staff Cost		\$13,388.61	\$24,363.21	\$43,311.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$81,063.30	\$120.99

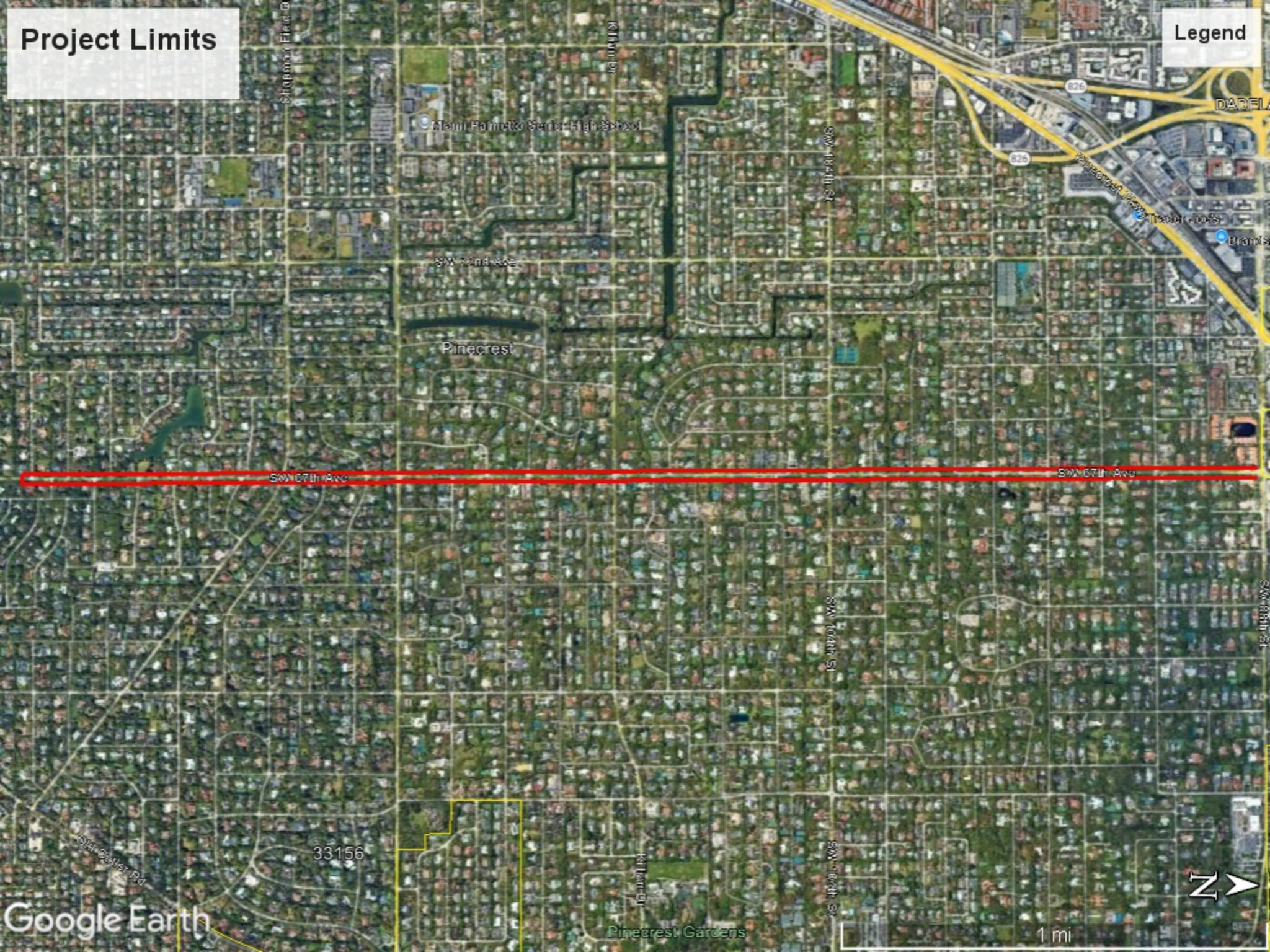
Check = \$81,063.30

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:				\$81,063.30
OVERHEAD:		0%		\$0.00
OPERATING MARGIN:		0%		\$0.00
FCCM (Facilities Capital Cost Money):		0.00%		\$0.00
EXPENSES:		0.00%		\$0.00
SUBTOTAL ESTIMATED FEE:				\$81,063.30
Survey Crew Party of 3	91	3-man crew @	\$ 1,933.65 / day	\$175,962.15
Survey Crew Party of 4	0	4-man crew @	\$ 2,241.53 / day	\$0.00
GPR 3 men crew	0	3-man crew @	\$ 341.77 / hour	\$0.00
Vac Truck (Test Holes)	0	test holes @	\$ 463.60 / test hole	\$0.00
SUBTOTAL ESTIMATED FEE:				\$257,025.45
				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$257,025.45

Project Limits

Legend



ATTACHMENT D

Village of Pinecrest, FL - KH Prime -
Rehab & Other Services

Roadway Structural Testing Fee Proposal

Opportunity ID: 25-01-05550



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com

2/20/2025

Kimley-Horn
Kevin Stone, P.E. (FL, ID, MT), Project Manager
Email: kevin.stone@kimley-horn.com
Phone: (407) 412-7809

Re: Village of Pinecrest, FL - KH Prime - Rehab & Other Services

Dear Kevin,

ICC-IMS is pleased to present this fee proposal for roadway pavement structural testing via our Fast Falling Weight Deflectometer (FastFWD) for Kimley-Horn. As an industry leader with five decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that your agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.**
- **Confident, informed decision-making with accurate, measurement-based data.**
- **Maximizing return on investment.**
- **Providing smart, end-to-end solutions.**

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at (813) 710-6052 or by email at andrewk@icc-ims.com.

Best Regards,
IMS Infrastructure Management Services



Andrew Karasauskas, Client Services Manager



10630 75th Street
Largo, FL 33777



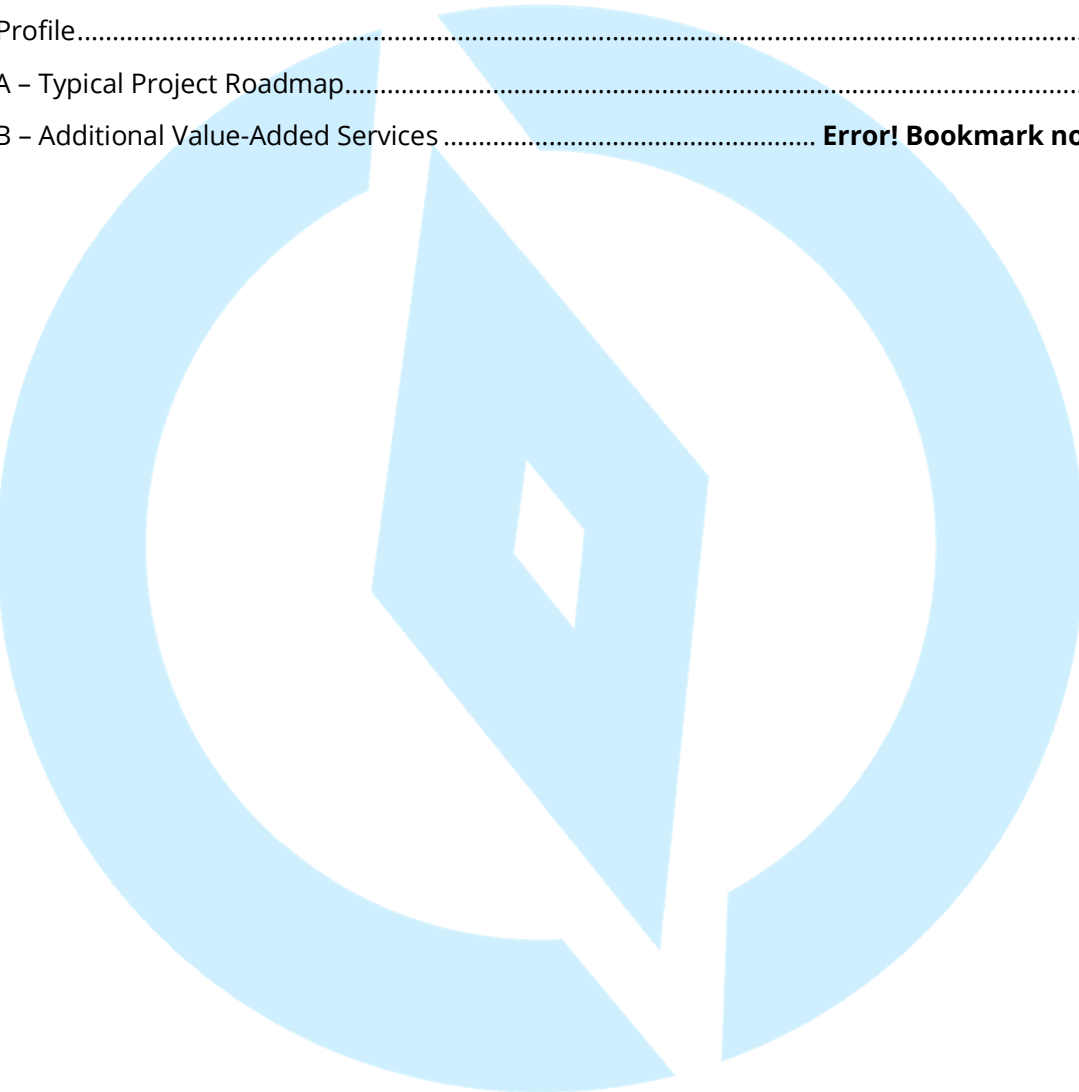
+1 727-547-0696



www.icc-ims.com

Table of Contents

Project Overview	4
Deliverables	6
Fee Schedule and Selected Deliverable Options	7
Company Profile.....	8
Appendix A – Typical Project Roadmap.....	10
Appendix B – Additional Value-Added Services	Error! Bookmark not defined.



Project Overview

The objective of this project is to assess the structural integrity of selected road segments using a Fast-Falling Weight Deflectometer (FastFWD). FastFWD enables agencies to identify issues in the subgrade, sub-base, and base layers, in addition to the surface layer, providing a comprehensive view of pavement health.

Subsurface distress investigations are a valuable tool to assess the structural health of a roadway. FastFWD provides several key indices, including:

- Effective Structural Number (S_{Neff})
- Surface Curvature Index (SCI)
- Elastic Modulus (stiffness) of
 - o Subgrade
 - o Sub-base or base
 - o Asphalt or Concrete
- Structural Index (SI)



Fast Falling Weight Deflectometer (FastFWD)

Since obtaining the above indices sometimes require addition inputs such as accurate pavement thickness, IMS has developed a new and proprietary tool called Intelligent Structural Analyzer (**ISA™**). This tool can calculate S_{Neff} without the need for thickness, eliminating the need for GPR testing or Coring. By knowing the S_{Neff}, agencies not only get an accurate estimate of their pavement structural health but also can design the exact pavement thickness required for reconstruction or overlay, down to decimal-level accuracy.

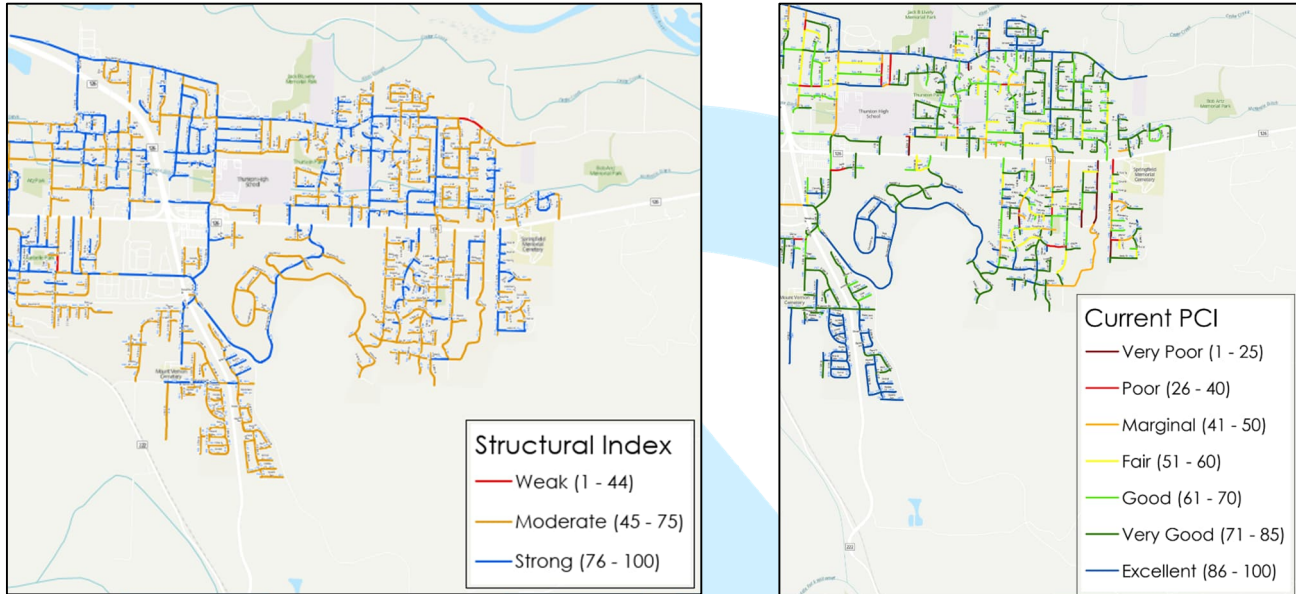
Another use case of structural testing is optimizing pavement management decisions. The matrix below, originally proposed by the Virginia Department of Transportation (VDOT), highlights the importance of combining structural and surface condition assessments, such as PCI or PCR. Relying solely on one metric can lead to suboptimal decisions. For example, if surface conditions are poor (e.g., PCI near 0), a Pavement Management System (PMS) might recommend full reconstruction (RC). However, structural testing may reveal that reconstruction is unnecessary, and corrective maintenance (CM) could suffice. Combining these metrics enables agencies to implement the **right solution, at the right time, in the right location**, delivering on the promise of holistic pavement management.

		Structural Condition Recommendation				
		DN	PM	CM	RM	RC
Surface Condition Recommendation	DN	DN	DN	DN	DN	DN
	PM	PM	PM	DN	DN	DN
	CM	CM	CM	CM	RM	RC
	RM	CM	CM	CM	RM	RC
	RC	CM	CM	RM	RC	RC

DN: Do Nothing
 PM: Preventative Maintenance
 CM: Corrective Maintenance
 RM: Rehabilitation Maintenance
 RC: Reconstruction



An example of the final deliverables is shown below, featuring a map that highlights locations categorized as having Weak, Moderate, or Strong structural condition. By overlaying structural testing results with surface condition data, the map provides a holistic view of the roadway network, as demonstrated below.



Deflection testing is performed using a Fast FWD, in accordance with ASTM D4694-09 (2020) standards for paved roadways. The IMS team can conduct a structural assessment of all designated roadways. Deflection testing is usually completed at least once in each direction in every street segment (every 300 - 500 feet) along the outside lanes of the roadway. A series of geophones records deflection readings for each section of pavement tested. These readings are used to determine the pavement strength, load transfer capabilities, and identify properties of the base and sub-grade.

Upon completion of the deflection survey a structural analysis is performed. FastFWDs apply a known load to the pavement and measure the pavement response to the load. The structural adequacy of a street is expressed as a 0 to 100 score with several key ranges: roadways with a Structural Index greater than 75 are generally deemed to be structurally adequate for the loading and may be treated with lightweight surface treatments or thin overlays; those between 50 and 75 typically reflect streets that require additional pavement thickness; and scores below 50 typically require reconstruction and increased base and pavement thickness.

By using this data-driven approach, maintenance, and rehabilitation efforts are more accurately targeted, enhancing the overall efficiency of your pavement management program.



Deliverables

Core deliverable – the expected format you will receive our data in based on requested data processing options

01

Structural Pavement Assessment Data

Reported in an Excel spreadsheet and a geodatabase*

**Unless otherwise specified in fee breakdown (e.g., raw data or other format).*

Deliverable Options – if chosen/applicable, will be distinctly listed as separate line items in the fee schedule

A

Structural Number Effective (SNeff)

Represents the overall current effective structural rating of the pavement

B

Structural Number Required (SNreq)

Represents the *required* structural number based on average daily traffic (ADT) analysis. This requires providing ADT data to us for analysis.

C

Color Coded GIS Map – Based on Structural Index (SI) (PDF)

A color coded map to visually display the structural index based on the results/scoring from collected and processed FastFWD data.

D

Additional Consulting/Customized Reporting

Consulting or customized reporting options are available. We will ensure a scoping meeting has occurred to properly scope and price the deliverable. Any additional consulting or customized deliverables will be represented separately in the fee schedule.



Fee Schedule and Selected Deliverable Options

Village of Pinecrest, FL - KH Prime - Rehab & Other Services

(Note: The final fee and scope of work depends on confirmation of test miles to be surveyed and analysis and reporting requirements.)

Fee Schedule					
Name	Qty.	Units	Price	Disc.	Total Price
Mobilization/Calibration (FFWD)	1	Lump Sum	\$975.00		\$975.00
Field Data Collection - Fast Falling Weight Deflectometer (FFWD) - DAY RATE	1	Lump Sum	\$3,750.00		\$3,750.00
Data Processing: Standard FFWD (Including QC/QA)	1	Lump Sum	\$1,750.00		\$1,750.00
Calculate Structural Number (S_{Neff})	1	Lump Sum	\$1,000.00		\$1,000.00
Calculate Structural Number Required (S_{Nreq}) Based on ADT and Provide Structural Index	1	Lump Sum	\$2,000.00		\$2,000.00
			Total Price:		\$9,475.00

Note: Project is approximately 3 miles and therefore will be conducted using 100' drop intervals.





Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC's industry-leading data acquisition technologies. We take pride in having one of the industry's largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.



Over the past five years, we have made a \$5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA)/PROWAG non-compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. ***Together, IMS – now powered by ICC – are paving the way forward!***



10630 75th Street
Largo, FL 33777



+1 727-547-0696



www.icc-ims.com

APPENDIX

Appendix A – Typical Project Roadmap

Step 1: Project Understanding, Scoping, Kickoff

The IMS project manager will confirm specific details about your project to ensure alignment on the scope of work and work schedule. From there, an agreed-upon testing window will be determined for field data collection.

Step 2: Data Collection

The pavement structural analysis survey/deflection testing is performed with a FastFWD data collection system.

Step 3: Data Processing

The collected data are processed and reviewed internally, including a robust QA/QC process.

Step 4: Structural Analysis Report *(if applicable; presented as distinct line item on fee table if included)*

We deliver a comprehensive report that is clear, concise, and customized to your reporting standards.

Step 5: Project Closeout

Project deliverables will be sent to you for final approval and acceptance. Once accepted, we send a final invoice and close out your project.



ATTACHMENT E

Kimley-Horn
2 Alhambra Plaza, Suite 500
Coral Gables, Florida 33134

February 19, 2025
(Revised February 24, 2025)

Attention: Ms. Gabriela P. Ramirez, P.E.

Re: **Proposal for Geotechnical Services**
Ludlam Road ROW and Shared-Use-Path Improvements
From Old Cutler Road to Kendall Drive
Village of Pinecrest, Florida
GEOSOL Proposal No. P-225124-R1

Dear Ms. Ramirez:

In accordance with your requests on February 19 and 21, 2025, Geosol, Inc. (GEOSOL) is pleased to submit this proposal pertaining to geotechnical services for the above-referenced project. The enclosed proposal includes an estimate of the work effort and our anticipated approach, based on our understanding of the project.

PROJECT INFORMATION

As we understand it, Village of Pinecrest plans to provide improvements along Ludlam Road from Old Cutler Road to Kendall Drive. As we understand it, the proposed improvements include milling and resurfacing of the existing roadway, a proposed shared use path (SUP), and signalization improvements.

As requested, our services for this project will be limited to the performance of an asphalt pavement coring program for use in evaluation of milling and resurfacing of the existing roadway.

SCOPE OF SERVICES

General

The geotechnical scope of services includes the performance of an asphalt pavement coring program. The following section provides a discussion regarding the proposed geotechnical investigation program.

Field Exploration Program

1. Perform site reconnaissance, locate and coordinate for existing utilities that may interfere with the drilling operations.
2. Provide traffic control in accordance with the Index 600 series of the FDOT Roadway and Traffic Design Standards.



5795-A N.W. 151st Street
Miami Lakes, FL 33014
Phone (305) 828-4367; Fax (305) 828-4235
E-mail: geosolusa@bellsouth.net

3. Obtain twelve (12) pavement cores at a general spacing of 1,500 feet center-to-center from the existing roadway to determine the pavement thickness and composition at the project site for use in milling and resurfacing evaluations.
4. Perform twelve (12) SPT borings (one at each pavement core location) to a depth of 2 feet to determine the thickness and type of base and subbase materials.
5. Backfill the boreholes using cement grout mix.
6. Visually examine all recovered soil/rock samples in the laboratory. A geotechnical engineer will examine all recovered soil and rock samples.

For location of the cores, we will use the information provided to us. We will use the aerials, existing landmarks and standard taping procedures to locate the borings in the field.

Traffic Control

The work will be coordinated to minimize the amount of traffic disruption. Flagmen, barricades, signs, cones and off-duty police officers will be used in accordance with Index 600 Series of the FDOT Roadway and Traffic Design Standards to allow for continuous traffic flow.

REPORTING

The study will provide the results of the pavement coring program, including photographs of the cores, and results of the borings showing the thickness of the base and stabilization.

Geotechnical Report

A geotechnical report will be prepared for this study to summarize the course of the study pursued and for support of the design plans. The report will contain the results of pavement coring program, the results of the borings showing the thickness of the base and stabilization, and will contain geotechnical recommendations for the proposed milling and resurfacing improvements. QA/QC checklist and report limitations will also be included as part of the report.



SCHEDULE

We will start our services immediately by coordinating utility clearances at the boring locations. This process typically takes five (5) to ten (10) working days to complete. Given the scope described herein, we can complete the field study for the site within three (3) working days. The geotechnical report can be completed in ten (10) working days. Therefore, we can complete the requested services in about a five (5)-week period upon receiving Notice to Proceed. However, we will expedite our services as much as possible.

FEES

Based on our general knowledge and an interpretation of your requirements, we are willing to complete the subsurface exploration and report preparation for the subject site for a total sum of \$18,158.46. We have enclosed a detailed Fee Proposal for your review in Attachment 1. Also, our man-hour forecast is presented in Attachment 2.

GEOSOL appreciates your consideration of our firm to undertake this project. If you have any questions, please do not hesitate to contact us.

Sincerely,
GEOSOL, INC.



Oracio Riccobono, P.E.
Senior Geotechnical Engineer/President

Attachment 1 – Fee Proposal
Attachment 2 – Man-Hour Forecast



ATTACHMENT 1

FEE PROPOSAL



GEOSOL, INC.
FEE PROPOSAL FOR GEOTECHNICAL SERVICES
Ludlam Road ROW and Shared-Use-Path Improvements from Old Cutler Road to Kendall Drive
Village of Pinecrest, Florida

GEOSOL PROPOSAL No. P-225124-R1

<u>DESCRIPTION</u>	UNITS	# OF UNITS	UNIT RATE (\$)	TOTAL \$
<u>1. FIELD INVESTIGATION</u>				
<u>1A) FIELD ACTIVITIES</u>				
Asphalt Core Drilling for Thickness Measurements (includes Asphalt Patching). 12 asphalt pavement cores at a general spacing of about 1200 feet c-c	EACH	12.0	\$125.00	\$1,500.00
SPT Borings (0 ft to 50 ft), Land: 12 SPTs to 2 ft. deep at Pavement Core locations	FEET	24.0	\$22.93	\$550.32
Closing Holes = (total depth of SPT boring)	FEET	24.0	\$9.17	\$220.08
Engineering Technician	HOURL	15	\$74.95	\$1,124.25
SUB-TOTAL (for FIELD INVESTIGATION)				\$3,394.65
<u>1B) MOBILIZATION/DEMOBILIZATION & MOT COORDINATION</u>				
Mobilization of truck mounted rig	EACH	3.0	\$401.27	\$1,203.81
Traffic Control - Off Duty Policeman (assume 3 day @ 8 Hrs.)	HOURL	24.0	\$75.00	\$1,800.00
Cones, Sign, Flags, Barricades, Arrow Board	DAY	3.0	\$210.00	\$630.00
Support Truck (assume 2 day @ 8 Hrs.)	HOURL	24.0	\$55.00	\$1,320.00
SUB-TOTAL (MOB/DEMOB, & MOT COORDINATION)				\$4,953.81
TOTAL FIELD INVESTIGATION				\$8,348.46
<u>2. ENGINEERING SERVICES</u>				
Principal	HOURL	11	\$225.00	\$2,475.00
Senior Engineer	HOURL	31	\$180.00	\$5,580.00
Professional Engineer	HOURL	10	\$155.00	\$1,550.00
CADD Operator	HOURL	1	\$85.00	\$85.00
Clerical/Administrative	HOURL	2	\$60.00	\$120.00
TOTAL ENGINEERING SERVICES				\$9,810.00
TOTAL GEOTECHNICAL FEES FOR PROJECT				\$18,158.46

ATTACHMENT 2

MAN-HOUR FORECAST



35. Geotechnical

Estimator: O.Riccobono, P.E. (Geosol, Inc.)
Date Prepared: 02/19/2025 (Revised 02/24/2025)

Ludlam Road ROW and Shared-Use-Path Improvements from Old Cutler Road to Kendall Drive
Village of Pinecrest, Florida

Representing	Print Name	Signature / Date
Village of Pinecrest Consultant Name	Oracio Riccobono, P.E. (Geosol, Inc.)	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway						
35.1	Document Collection and Review	LS	1	2	2	Senior Engineer
35.2	Develop Detailed Boring Location Plan	LS	1	2	2	Senior Engineer
35.3	Stake Borings/Utility Clearance	Boring	12	0.5	6	Engineering Technician - 12 pavement cores at 1500' c-c with boring to 2 feet to explore the base and subgrade composition
35.4	Muck Probing	Crew Day	0	0	0	
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	1	4	4	Professional Engineer
35.6	Drilling Access Permits	Location	1	4	4	Professional Engineer.
35.7	Property Clearances	EA	0	0	0	
35.8	Groundwater Monitoring	EA	0	0	0	
35.9	LBR/Resilient Modulus Sampling	EA	0	0	0	
35.10	Coordination of Field Work	100 lf of boring	0.24	3	1	Senior Engineer
35.11	Soil and Rock Classification - Roadway	100 lf of boring	0.24	2.5	1	Professional Engineer
35.12	Design LBR	LS	0	0	0	
35.13	Laboratory Data	100 lf of boring	0.24	3	1	Professional Engineer
35.14	Seasonal High Water Table	Boring	0	0	0	
35.15	Parameters for Water Retention Areas	EA	0	0	0	
35.16	Delineate Limits of Unsuitable Material	Cross-section	0	0	0	
35.17	Electronic Files for Cross-Sections	100 lf of boring	0	0	0	
35.18	Embankment Settlement and Stability	Embankment Boring	0	0	0	
35.19	Monitor Existing Structures	LS	0	0	0	
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	
35.21	Geotechnical Recommendations	LS	1	4	4	Senior Engineer
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	12	0.75	9	Senior Engineer. Includes measurement of cores in the office, preparation of Pavement Evaluation and Condition Data table.
35.23	Preliminary Roadway Report	LS	0	0	0	
35.24	Final Report	EA	1	12	12	Senior Engineer
35.24	Final Report	EA	1	2	2	Clerical/Administrative, For Report Preparation
35.25	Auger Boring Drafting	100 lf boring	0	0	0	
35.26	SPT Boring Drafting	100 lf boring	0.24	4	1	CADD Operator
Roadway Geotechnical Subtotal					49	

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Structures						
35.27	Develop Detailed Boring Location Plan	LS	0	0	0	
35.28	Stake Borings/Utility Clearance	Boring	0	0	0	
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA	0	0	0	
35.30	Drilling Access Permits	Location	0	0	0	
35.31	Property Clearances	EA	0	0	0	
35.32	Collection of Corrosion Samples	EA	0	0	0	
35.33	Coordination of Field Work	100 lf of boring	0	0	0	
35.34	Soil and Rock Classification - Structures	100 lf of boring	0	0	0	
35.35	Tabulation of Laboratory Data	100 lf of boring	0	0	0	
35.36	Estimate Design Groundwater Level for Structures	EA	0	0	0	
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring	0	0	0	
35.38	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	0	0	0	
35.39	Bridge Construction and Testing Recommendations	Bridge boring	0	0	0	
35.40	Lateral Load Analysis (Optional)	Bridge boring	0	0	0	
35.41	Walls	Wall Boring	0	0	0	
35.42	Sheet Pile Wall Analysis	Wall Boring	0	0	0	
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	0	0	0	
35.44	Box Culvert Analysis	EA	0	0	0	
35.45	Preliminary Report	EA	0	0	0	
35.46	Final Report - Bridge and Associated Walls	EA	0	0	0	
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	0	0	0	
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	0	0	0	
35.48	SPT Boring Drafting	100 lf of boring	0	0	0	
35.49	Other Geotechnical	LS	1	9	9	Engineering Technician, MOT set-up/pick-up for 3 days @ 3 hrs/day
Structural Geotechnical Subtotal					9	
Geotechnical Technical Subtotal					58	
35.50	Technical Special Provisions	EA	0	0	0	
35.51	Field Reviews	LS	1	2	2	Principal and Senior Engineer
35.52	Technical Meetings	LS	1	5	5	Meetings listed below, Principal
35.53	Quality Assurance/Quality Control	LS	%	4%	2	Principal
35.54	Supervision	LS	%	4%	2	Principal
Geotechnical Nontechnical Subtotal					11	
35.55	Coordination	LS	%	2%	1	Principal
35. Geotechnical Total					70	

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Technical Meetings						
Kickoff Meeting		EA	0	0	0	
Boring Layout Approval		EA	1	1	1	
Attend in BDR Review Meeting		EA	0	0	0	
30/60/90% Submittal Review		EA	2	1	2	
Other Meetings		EA	2	1	2	
Subtotal Technical Meetings					5	Subtotal Project Manager Meetings
Progress Meetings (if required by FDOT)		EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3
Phase Review Meetings		EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3
Total Meetings					5	Total Project Manager Meetings (carries to Tab 3)

Carries to 33.18

Summary of Staff/Eng man-hours:		Hours	Percentage
Principal		11	15.7%
Senior Engineer		31	44.3%
Professional Engineer		10	14.3%
Engineering Technician		15	21.4%
CADD Operator		1	1.4%
Clerical/Administrative		2	2.9%
Total		70	100.0%

ATTACHMENT F

Tropical Designs of Florida

**Michelle Latte, PLA
Kimley-Horn
2 Alhambra Plaza, Suite 500
Coral Gables, FL 33134**

March 1, 2025

Dear Ms. Latte,

I will provide a written tree resource evaluation for the trees and palms on the right-of-way along the west side of Ludlam Road (SW 67th Avenue) from SW 133rd Terrace north to South Kendall Drive, Miami.

This written report on the trees and palms will be a Level 2 assessment and include scientific and common names, measurements i.e. diameter at breast height, approximate overall height of trees and palms, and approximate canopy diameter. I will add information on the viability of relocation for the individual trees and palms and will add relocation and maintenance specifications if needed. Pruning specifications for certain trees on adjacent properties whose canopies may extend over the right-of-way will be provided.

My fee is \$8,500.00 with payment due at the time of digital delivery to the architect and/or the owner. This fee includes one walk-through with the client for the entire corridor and 16 additional hours of site visits/meetings.

My fee for further work is outside the scope of the original tree resource evaluation. Further work may include monitoring demolition, root excavation or root inspection, tree pruning or relocation specifications, irrigation specifications, hearings, or meetings regarding tree and zoning issues will be billed at \$150 per hour.

No person or entity is authorized to make any changes to the tree evaluation without my written consent.

Sincerely, *Jeff Shimonski*

Accepted: _____

Printed name: _____

Date: _____

Jeff Shimonski
President, Tropical Designs of Florida
305-773-9406
jeff@tropicalarboriculture.com
ISA Certified Arborist FL-1052A
American Society of Consulting Arborists
ISA Tree Risk Assessment Qualification

ATTACHMENT G

February 24, 2025

**Village of Pinecrest
Ludlam Road Right-of-Way and Shared Use Path Design
Scope of Public Involvement Services**

MRG Tasks:

Task 1.0 – Preparing a Public Involvement Plan (PIP) and Project Fact Sheet (English/Spanish)

MRG will prepare a Public Involvement Plan (PIP) that meets the needs of the Village. This is a living document that will be updated throughout the life of the project. Additionally, MRG will develop a bilingual (in English & Spanish) project fact sheet, translation fees will be added if needed. The plan will be in compliance with all FDOT PI guidelines to assist in the process of construction.

Task 2.0 – Door-to-Door Notifications

MRG staff will conduct initial door-to-door distributions to deliver the project fact sheet and public meeting flyers. As part of the second door to door distribution, MRG will design a flyer for an in-person community public meeting, which will be distributed to all stakeholders in the project area. Additional door-to-door efforts will be conducted as needed.

Task 3.0 – Development of Property Owner Mailing List for Community Public Meeting

MRG will develop a property owner and current resident mailing list with a quarter mile radius from the project corridor. This list will be used by Village staff for the in-person community public meeting mailing.

Task 4.0 – In-Person Community Public Meeting

MRG will coordinate and staff an in-person community public meeting. This meeting will serve as an opportunity for the community to learn about the project and meet the design project team. The Village will handle the mailing and advertising for this meeting including notification of all elected officials. MRG will also provide stakeholder follow-ups as a result of this meeting.

Task 5.0 – Community Public Meeting/PowerPoint Presentation

MRG will prepare/support one initial PowerPoint presentation along with the design project team. All project graphics and technical slides will be provided by the Design Consultant. MRG anticipates at least two revisions or updates to the presentation leading up to the Community Meeting. MRG will work with the Village's Communications Division to post presentation for the community as needed as well as any boards that were shared. MRG will assist the Department with any other requests from the community for items shown at the public meeting.

Task 6.0 – Meeting Attendance

MRG is expected to attend one project kick-off meeting as well as up to five internal design coordination meetings with the project team. These meetings will provide an opportunity to discuss handout materials, and communication resources intended for the community prior to the public meeting. We will also discuss and develop strategies to enhance stakeholder engagement and gather feedback. Additionally, these meetings will serve as a platform to address any public concerns. MRG will be represented by the Lead PIO at these meetings. MRG Lead PIO will keep the Village's Communications Division informed of all developments.

Task 7.0 – Coordination with Surrounding Construction Projects

MRG Lead PIO will coordinate with project teams involved in ongoing construction projects in the area to ensure consistent messaging and effective coordination of activities and assist the Village in any way possible to minimize confusion and concerns.

Project Deliverables

- Public Involvement Plan (PIP)
- Bilingual (in English & Spanish) project fact sheet
- Public Meeting Flyer
- Property Owner/Current Resident mailing list
- PI Summary

Media Relations Group, LLC Village of Pinecrest Ludlam Road Right-of-Way and Share-Use-Path Design Project Public Involvement Tasks and Fee Estimate - PROJECT TOTAL										
Classification Staff Applicable Rate Hours/Cost	Senior Public Information Officer (Lead)		Senior Public Information Officer		Public Information Officer		Graphic Designer			
	Dayana Sanjurjo		Paulette Summers		Isela Carmiol		Vanessa Salinas			
	Rate:	\$ 114.27	Rate:	\$ 149.28	Rate:	\$ 83.63	Rate:	\$ 102.44		
	Man Hrs.	Cost/Task	Man Hrs.	Cost/Task	Man Hrs.	Cost/Task	Man Hrs.	Cost/Task		
TASKS									Hrs/Task	Cost/Task
Preparing a PIP and Bilingual Factt Sheet (includes PI Summary in PIP)	30	\$ 3,428.10	10	\$ 1,492.80	5	\$ 418.15	15	\$ 1,536.60	60	\$ 6,875.65
Door-to-Door Notifications/Distributions	20	\$ 2,285.40	0	\$ -	20	\$ 1,672.60	0	\$ -	40	\$ 3,958.00
Development of Property Owner Mailing List for Community Public Meeting	14	\$ 1,599.78	0	\$ -	10	\$ 836.30	0	\$ -	24	\$ 2,436.08
In-Person Community Public Meeting	10	\$ 1,142.70	6	\$ 895.68	10	\$ 836.30	5	\$ 512.20	31	\$ 3,386.88
Community Public Meeting/PowerPoint Presentation	8	\$ 914.16	0	\$ -	6	\$ 501.78	6	\$ 614.64	20	\$ 2,030.58
Meeting Attendance	18	\$ 2,056.86	12	\$ 1,791.36	0	\$ -	0	\$ -	30	\$ 3,848.22
Coordination with Surrounding Construction Projects	10	\$ 1,142.70	0	\$ -	0	\$ -	0	\$ -	10	\$ 1,142.70
TOTAL STAFF HOURS	110		28		51		26		215	
FEE SHEET TOTAL		\$ 12,569.70		\$ 4,179.84		\$ 4,265.13		\$ 2,663.44		\$ 23,678.11

* Fee is based on 18 months of project duration