



**Bridge Factors Factual Report Attachment 1 – T.Y. Lin International Scope of Work for  
2013 Grant Submission**

**Miami, FL**

**HWY18MH009**

(14 pages)

TYLIN INTERNATIONAL

engineers | planners | scientists

April 29, 2013

Mr. Vojkan Dimitrijevic  
Assistant Vice President  
Auxiliary & Enterprise Development  
11200 SW 8<sup>th</sup> Street, PC 522  
Miami, FL 33199  
(305)348-2366

Re: FIU + Sweetwater University City Alliance  
FY2013 TIGER Discretionary Grant Proposal assistance, Conceptual Engineering  
Drawings and Benefit-Cost Analysis

Dear Mr. Dimitrijevic:

T.Y. Lin International is please to provide <sup>The</sup> Florida International University <sup>Board of Trustees</sup> (FIU) with this proposal for Professional Engineering Services in support of the "Transportation Investment Generating Economic Recovery," or TIGER Discretionary Grant Program as offered by the U.S. Department of Transportation for FY 2013 and efforts by FIU to submit a UniversityCity Project TIGER proposal. The TIGER Discretionary Grant process will require an extensive effort on the part of the FIU and its partners to produce a FY 2013 TIGER Discretionary Grant application (University City Project Tiger Proposal) submittal by June 3, 3013 that includes the preparation of more detailed engineering drawings, an update of the previous Benefit-Cost Analysis, and project planning and scheduling that TYLI is proposing to provide as described in exhibit "A" of this proposal. Exhibit "B" contains a detailed cost estimate of the proposed work.

We appreciate the opportunity to assist in this exciting and ambitious project and look forward to working side by side with your staff to achieve the goal of submitting a successful UniversityCity Project TIGER Proposal for FIU.

Sincerely,

Francisco J. Alonso, P.E.  
Project Manager

**EXHIBIT "A"**

**"SCOPE OF WORK"**



**1. DESCRIPTION OF THE PROJECT**

The Florida International University <sup>Board of Trustees</sup> has decided to re-apply for about \$20 million in infrastructure improvements under the "Transportation Investment Generating Economic Recovery," or TIGER Discretionary Grant Program as offered by the U.S. Department of Transportation for FY 2013. The project will include the design and construction of the following key components:

- Informed Traveler Program (ITP)
- Transit Greenway connecting the City of Sweetwater City Hall at S.W. 5<sup>th</sup> Street and 109<sup>th</sup> Avenue to the Green Library through the use of widened sidewalks, landscape and hardscape improvements, traffic calmed streets, and rubber-tire circulators to encourage large-scale walking behaviors.
- Pedestrian Bridge over U.S. 41 linking the City of Sweetwater to the FIU campus based upon the conceptual "Parabola" Bridge design presented as part of the University City Alliance Charrette and a strategy to provide pedestrian linkages from the "Parabola" Bridge to the new Advanced Transit and Multimodal Station (ATMS) as referenced below. An alternative utilizing a more conventional stairs/elevator tower design will be explored as an option on this proposal
- ATMS incorporated into the proposed Market Station-like parking garage to be built immediately west of the existing Red Garage.
- City of Sweetwater City Hall Improved Plaza and Parking Structures (CHIPPS) consisting of a 200 space parking garage and associated streetscape improvements for access roadways. The streetscape improvement will be along SW 4<sup>th</sup> Street and SW 5<sup>th</sup> Street and interconnect SW 109<sup>th</sup> Avenue to SW 107<sup>th</sup> Avenue.

The FY2013 TIGER Discretionary Grant application process will require an extensive effort on the part of FIU and its partners including preparation of preliminary conceptual drawings, cost estimates for design, construction, and implementation, and finally the preparation of a Benefit-Cost Analysis (BCA). T.Y. Lin International (TYLI) will provide the professional engineering services required to further detail the conceptual engineering drawings prepared for the FY2012 submission, prepare and present a final updated BCA that will be incorporated into the UniversityCity Project TIGER Proposal. Furthermore, TYLI will assist with the preparation of an updated project plan and schedule. These items are described below in further detail.

**2. SCOPE OF WORK TO BE PERFORMED BY TYLI**

TYLI will provide the professional engineering services required to further detail the engineering drawings prepared as part of the FY2012 submission. This includes the following updates and new material:

- Provide more plan view detail for the transit greenway with conceptual plans for each segment of the transit greenway between the Green Library, along 109<sup>th</sup> Avenue and to 107<sup>th</sup> Avenue.
- Approximately 10 cross sectional drawings at important locations (starting with both sides of a wider pedestrian bridge alternative) and associated artistic renderings of the street view after improvements are in place and shown side-by-side with current conditions
- Alternative bridge concept for a more conventional stairs/elevator tower style bridge. FIU to provide feedback on which option will be incorporated into the final application.
- A more detailed cost estimate given cross sectional details and emphasis on sidewalk, landscape and intersection safety improvements, with idea that some areas will have a first level 4 foot wide sidewalk segment and a second level 10 foot wide sidewalk segment, and shade trees intermittently between these two sidewalk segments that can be built initially with property owner agreements (i.e., opposite the new student housing where we know the new elevations or elsewhere when existing adjacent building floor heights not a problem such as opposite City Hall) and that a contingency amount is reserved to raise the second level the 10 foot sidewalk segments where owner approval does not occur until after the application submittal, but before project completion.

TYLI will provide the professional engineering services required to update the BCA to incorporate into FIU's TIGER Discretionary Grant proposal per the requirements set forth in Notice of Funding Availability (NOFA) for the Department of Transportation's National infrastructure Investments as found in the Federal Register Vol. 77, No. 20 which outlines the FY2013 TIGER Discretionary Grant funding requirements. Appendix A of the NOFA outlines specific items which shall and shall not be included as part of an acceptable BCA. In general the BCA will identify, quantify, monetize, and compare the projects expected benefits and costs and provide a sufficient degree of confidence that the benefits of the project will exceed the project's cost on a net present value basis (whether or not the benefits will in fact exceed the cost is dependent on the analysis and this scope does not serve to guarantee such outcome.)

The followings are the items of the BCA TYLI will identify and analyze so long as the suitable data to back up the analysis exist or can be provided by FIU (ie. I/UCRC-CAKE, Lehman Center for Transportation Research, The Metropolitan Center, GIS-RS Center at FIU's Green Library, RISEP, and other FIU sources of data) and as developed during the course of the UniversityCity Project TIGER Proposal development:

- Project Costs including capital costs to design and construct the project

## TYLIN INTERNATIONAL

engineers | planners | scientists

- Project Costs including external costs and environmental impacts resulting from the use of the facility (existing and proposed)
- Project Costs including operating, maintenance, and other life-cycle costs
- Project Benefits pertaining to livability in more accessible work and educational environments.
- Project Benefits pertaining to modal diversion which include reduced vehicle operation costs through use of non-single occupancy vehicles (circulators), bicycle, or walking.
- Project Benefits in sustainability including pollution and emission reductions.
- Project Benefits pertaining to increased safety for pedestrians and vehicles.
- Project Benefits including residual value of the project.
- Other Benefits yet to be defined with help of FIU staff.

Secondly, TYLI will provide its professional engineering expertise to assist in ensuring that the grant application contains appropriate language describing the project implementation plan and design/construction schedule in a reasonable fashion in accordance with standard construction practices.

### 3. ITEMS NOT INCLUDED

- 3.1 Data collection, except as to data reasonable or immediately accessible or already available to TYLI.
- 3.2 Surveying services of any kind.
- 3.3 Engineering consultation of any kind beyond what is described in section 2.
- 3.4 Conceptual or Construction Drawings of any kind.
- 3.5 Environmental Consulting Services beyond what is described in section 2.

### 4. INFORMATION TO BE PROVIDED TO TYLI/HJR

- 4.1 Data pertaining to BCA documentation
- 4.2 Preliminary project plans and schedules for review and comment.

### 5. BILLING SCHEDULE

The proposed Lump Sum Fees for Basic Professional Services are **\$22,000.00 (Twenty Two Thousand Dollars 00/100)**, refer to Exhibit "B". Additional Services, if required, will be negotiated.

### 6. SCHEDULE OF SERVICES

The work will commence upon receipt of an executed Purchase Order and the necessary information requested above. The preliminary schedule for completion of each of the deliverables for each phase will be as follows:

**TYLIN INTERNATIONAL**

engineers | planners | scientists

<b>DELIVERABLE</b>	<b>COMPLETION DATE</b>
Draft Engineering Drawings	May 27, 2013
Draft Benefit Cost Analysis	May 27, 2013
Final Engineering Drawings	May 31, 2013
Final Benefit Cost Analysis	May 31, 2013
Project Plan/Schedule Assistance	May 31, 2013

TYLI be retained to provide revisions for the above mentioned services resulting from reviews until June 3, 2013. It should be noted that the above schedule is dependent on the FY2013 TIGER Discretionary Proposal deadline.



The attached Supplemental Addendum is hereby incorporated by reference.

Proposal for FIU TIGER 2013 Grant Application Assistance

ACTIVITY	SUMMARY FEE SHEET										TOTAL DOLLARS	
	PROJECT MANAGER/ENGINEER		ENGINEERING TECHNICIAN (CADD)		Hourly		Man-Hours		Hourly	Man-Hours		TOTAL HOURS
	Man-Hours	Hourly	Man-Hours	Hourly	Man-Hours	Hourly	Man-Hours	Hourly				
Preparation of more detailed Engineering Drawings for Transit Greenway and Alternative Bridge Design including updated cost estimates	40	\$55.00	60	\$35.00							100	\$4,300.00
Preparation of Benefit Cost Analysis for TIGER 2013 Grant Application	40	\$55.00									40	\$2,200.00
Assistance with Preparation of Detailed Project Plan and Schedule	16	\$55.00									16	\$880.00
<b>TOTALS</b>	<b>96</b>	<b>\$5,280.00</b>	<b>60</b>	<b>\$2,100.00</b>							<b>156.00</b>	<b>\$7,380.00</b>

**TOTAL CONTRACT FEE COMPUTATIONS**

Basic Activities Maximum Limiting Fees (Salary Costs)	\$7,380.00
Cost Elements & Additives	
(a) For Overhead (General)	158.66%
SUBTOTAL (Cost Elements appl. to Basic Act. Fee)	\$11,709.11
(b) For Operating Margin	30.00%
SUBTOTAL	\$21,214.00
(c) Expense Rate	9.03%
(d) FCCM:	0.71%
TOTAL LUMP SUM FEE	\$22,021.62
<b>TOTAL LUMP SUM FEE SAY</b>	<b>\$ 22,000.00</b>

Florida International University  
SUPPLEMENTAL ADDENDUM  
(General)

1. Incorporation by Reference. This Supplemental Addendum ("Addendum") is incorporated in the Agreement ("Agreement"). If this Addendum conflicts with the remainder of the Agreement terms, this Addendum shall control.
2. Payment. Vendor shall submit bills for compensation for goods, services or expenses in sufficient detail sufficient for a pre-and post-audit. Vendor is responsible for any taxes due under this Agreement. FIU's performance and obligation to pay under the Agreement is contingent upon the legislature's annual appropriation. FIU will make payment in accordance with FIU Regulation FIU-2202 entitled "Prompt Payment." If FIU does not issue payment within 40 days of receipt of a proper invoice, FIU will pay Vendor an interest penalty at the rate established pursuant to §55.03(1) Florida Statutes if the interest exceeds one dollar (\$1.00). Vendors experiencing payment problems may contact the Vendor Ombudsman at (305) 348-2101. FIU may require Vendor to accept payments via the University's EFT/ACH payment process.
3. Relationship of the Parties. Vendor is an independent contractor, and neither Vendor nor Vendor's employees, agents, or other representatives shall be considered FIU employees or agents. Vendor shall not use FIU's name, trademarks, logos, or marks without FIU's prior written approval. Vendor represents and warrants that it is not on the Convicted Vendor List (see Florida Statutes §287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the willful or negligent acts or omissions of Vendor's subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling Vendor's obligations under the Agreement.
4. Confidentiality of Information. If Vendor is exposed to FIU's confidential information, Vendor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as HIPAA, FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and FIU will respond to public records requests without any duty to give Vendor prior notice. This provision shall survive termination of the Agreement.
5. Indemnification/Copyright and Intellectual Property. If Vendor uses copyrighted materials or documents not owned by FIU in Vendor's performance of the Agreement ("Copyrighted Materials"), Vendor represents and warrants that it owns, or is licensed to use and to authorize others to use, the Copyrighted Materials. Vendor will, at its expense, defend any suit brought against FIU and will indemnify FIU against an award of damages and costs made against FIU by a settlement or final judgment that is based on a claim that FIU's use of the Copyrighted Materials infringes a trademark or copyright of a third party. This provision shall survive termination of the Agreement and Vendor's liability for the above is not limited by any limitation of liability clauses in the Agreement.
6. General Provisions. A. Nothing in this Agreement shall be construed as an indemnification of the Vendor by FIU or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28. B. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties' successors and assigns. C. Renewals of this Agreement are not automatic. D. Any clauses in the agreement regarding: arbitration or mediation, restrictions on the hiring of vendor's employees, or grants of exclusivity to Vendor are null and void. E. Vendor will have and maintain types and amounts of insurance that at a minimum cover the Vendor's (or subcontractor's) exposure in performing this Agreement. FIU is self-insured and is not required to obtain additional insurance for this Agreement. F. If FIU is specifically responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, such expenses shall only be paid to the extent permitted by Florida Statutes §112.061 and FIU policy 1110.060 Travel: University Travel Expense. G. If Vendor is providing software, FIU may create and retain a copy of the software and related documentation for back up and disaster recovery purposes and for archival purposes for use after the Agreement is terminated. H. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Miami-Dade County, Florida.
7. Termination. FIU may terminate this Agreement by giving Vendor at least thirty (30) days prior written notice of termination. FIU shall only be liable for payment of goods received and services rendered and accepted by FIU prior to the date of termination.
8. No counterparts; facsimile signatures allowed. This Agreement may not be executed in counterparts. The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimile signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

The duly authorized representatives of the parties execute this Supplemental Addendum.

THE FLORIDA INTERNATIONAL  
UNIVERSITY BOARD OF TRUSTEES

By: \_\_\_\_\_

Name & Title: Kenneth A. Jessell

CFO & SVP Finance and Administration

Date: 05.06.2013

Jimmy Carmenate, CPA  
Sr. Associate Controller  
Director of Purchasing Services

VENDOR: Tylin International;

By: \_\_\_\_\_

Name & Title: Francisco J. Alonso

Project Manager

Date: 5/9/13



PO # 0000 113351

**TYLIN INTERNATIONAL** | H. ROSS  
engineers | planners | scientists

2013 JUN 24 PM 12:11  
THE CONTROLLER'S OFFICE

June 13, 2013  
Project No: 551132.00  
Invoice No: 1308109

Vojkan Dimitrijevic  
Assistant Vice President  
FIU-Office of Auxiliary & Enterprise  
Development  
11200 SW 8th Street, PC 522  
Miami, FL 33199

V# 00405577  
Date 6-27-13  
Processor [Redacted]  
06/28/2013

Project 551132.00 FIU-Sweetwater TIGER Grant Assistance

Professional Services from April 01, 2013 to June 7, 2013

Fee

Billing Phase	Fee	Percent Complete	Earned
FIU - Sweetwater TIGER Grant Assistance	12,000.00	100.00	12,000.00
Total Fee	12,000.00		12,000.00
	Previous Fee Billing		0.00
	Current Fee Billing		12,000.00
	<b>Total Fee</b>		<b>12,000.00</b>
	<b>Total this Task</b>		<b>\$12,000.00</b>
	<b>Total this Invoice</b>		<b>\$12,000.00</b>



Francisco Alonso, Project Manager

PO# 0000113351  
Receipt # 0000246015

Approved  
[Redacted]  
6/21/13

**TYLIN INTERNATIONAL**

engineers | planners | scientists

February 4, 2013

**RE: Remittance Instructions**

To whom it may concern:

Please process all electronic wire and ACH payments to T.Y. Lin International as per instructions below:

*ACH Instructions*

(ABA#) 122240861  
Branch Address: 601 Montgomery St.  
Suite 108 San Francisco CA 94111  
Account Name: TY Lin International  
Account No: 267-080620  
Account Address: 2 Harrison St., 5th Floor  
San Francisco, CA 94105

*Wire Instructions*

Beneficiary Bank: HSBC Bank USA  
Fed wire routing (ABA#) 021001088  
Swift Code: MRMDUS33  
Branch Address: 601 Montgomery St. Suite 108  
San Francisco CA 94111  
Account Name: TY Lin International  
Account No: 267-080620  
Account Address: 2 Harrison St., 5<sup>th</sup> Floor  
San Francisco CA 94105

Please forward all check payments directly to our lockbox address. See lockbox address below.

*Regular Mail*

TY Lin International  
Dept CH 16981  
Palatine IL 60055-6981

*Overnight Mail*

TY Lin International  
Dept CH 16981  
5505 N Cumberland Ave  
Suite 307  
Chicago IL 60656-1471

Remittance detail information should be sent to: [Remit@tylin.com](mailto:Remit@tylin.com).

Thank you,

  
Veronica Fennie  
Chief Accounting Office

*An Affirmative Action / Equal Opportunity Employer M/F/D/V*

Two Harrison Street, Suite 500 | San Francisco, California 94105 | T 415.281.3700 | F 415.433.0807 | [www.tylin.com](http://www.tylin.com)

PO # 0000116464

FILE JUN 24 2013

**TYLIN INTERNATIONAL | HIROSS**  
engineers | planners | scientists

RECEIVED  
2013 AUG -7 PM 9:55

June 13, 2013  
Project No: 551132.00  
Invoice No: 1306109A

FIU CONTROLLER'S OFFICE

Vojkan Dimitrijevic  
Assistant Vice President  
FIU-Office of Auxiliary & Enterprise  
Development  
11200 SW 8<sup>th</sup> Street, PC 522  
Miami, FL 33199

V# 410018  
Date 8/9/13

Project 551132.00 FIU-Sweetwater TIGER Grant Assistance

Processor [Redacted]

Professional Services from April 01, 2013 to June 7, 2013

Fee

08/12/13

Billing Phase	Fee	Percent Complete	Earned
FIU - Sweetwater TIGER Grant Assistance	10,000.00	100.00	10,000.00
<b>Total Fee</b>	<b>10,000.00</b>		<b>10,000.00</b>
	Previous Fee Billing		0.00
	Current Fee Billing		10,000.00
	<b>Total Fee</b>		<b>10,000.00</b>
	<b>Total this Task</b>		<b>\$10,000.00</b>
	<b>Total this Invoice</b>		<b>\$10,000.00</b>



Francisco Alonso, Project Manager

Activity #1100130002

PO# 0000116464  
Receipt # 0000249225

**Jessica Castro**

---

**From:**

**Sent:**

**To:**

**Subject:**

[REDACTED]  
Tuesday, July 30, 2013 4:04 PM

Jessica Castro

Your requisition has been sourced to a Purchase Order.

Requisition number 0000130291 has been sourced and dispatched to PO number 0000116464.

# Requisition

**Ship To:** 11200 SW 8th ST  
 University Park GSC 1140  
 Miami FL 33199

<b>Business Unit:</b> FIU01		<b>Page</b>
<b>Req ID:</b> 0000130291	<b>Date:</b> 07/22/2013	1
<b>Requester:</b> Castro, Jessica I		<b>Currency</b> USD
<b>Requester Signature</b>		

Line-Schd	Item	Description	Mfg ID	Quantity	UOM	Price	Extended Amt	Due Date
1-1		Consulting for FIU-Sweetwater TIGER Grant Assistance		1.0000	EA	10,000.00	10,000.00	

Vendor: 0000031875 T Y LIN INTERNATIONAL  
 Consulting for FIU-Sweetwater TIGER Grant Assistance

**Line Total:** 10,000.00

**Total Requisition Amount:** 10,000.00

Consulting for FIU-Sweetwater TIGER Grant Assistance

<b>Approval Signature</b>	<b>Approval Signature</b>	<b>Approval Signature</b>
---------------------------	---------------------------	---------------------------

Requisitions

Maintain Requisitions

Requisition

Business Unit: FIU01 Status: Pending  
 Requisition ID: 0000130291 Budget Status: Not Chkd  
 Hold From Further Processing

Header

\*Requester: 0104226 Castro, Jessica I  
 \*Requisition Date: 07/22/2013  
 Origin: PO PURCHASING  
 \*Currency Code: 0300 Dollar  
 Accounting Date: 07/22/2013

Requisition Defaults  
 Edit Comments  
 Requisition Activities  
 Document Status  
 Amount Summary  
 Total Amount: 10,000.00 USD

Add Items From

Purchasing Kit Catalog  
 Item Search Requisitioner Items

Select Lines To Display  
 Line:  To:  Retrieve

Line	Details	Ship To/Due Date	Status	Vendor Information	Item Information	Attributes	Contract	Price	Amount	Status
1					Consulting for FIU-		EA 91832	10,000.0000	10,000.00	Pending

[View Printable Version](#)

...More...