Memorandum

MIAMI-DADE COUNTY

Date:	March 2, 2010
To:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Approval of Professional Services Agreements with 45 Firms to Provide General Land and Engineering Surveying Services Project No. E09-PW-01; Contract No: 20090104

Agenda Item No. 8(P)(1)(O)

Recommendation

The attached Professional Service Agreements between Miami-Dade County and the 45 firms listed below has been prepared by the Public Works Department (PWD) and are recommended for approval.

Scope

Project Name: General Land and Engineering Surveying Services

Project No: E09-PW-01

Contract No: 20090104

Project Description: Provision of general land and engineering surveying services, on an as-needed basis, for PWD and other County Departments.

These agreements will be primarily utilized for the Land Surveying necessary for the design and construction of projects funded by People's Transportation Plan (PTP) and the Building Better Communities (BBC) General Obligation Bond Program (GOB). These agreements will also address other needs including miscellaneous projects from County Departments including Aviation, Water and Sewer, General Services Administration, Environmental Resources Management and Miami-Dade Housing. These departments will utilize the subject Land and Engineering Surveying Services during the three (3) years effective term. The work is assigned on a rotation basis for each of the three (3) categories available within this agreement. These categories consists of General Land Surveying, Photogrammetric Services and Underground Utilities Location.

This type of contract pool has been utilized under the management of the PWD for over 15 years.

Project Location: Countywide

Primary

Commission District: Various

Approval Path: Board of County Commissioners

OCI A&E Project Number: E09-PW-01

Using Department: Various

Managing Department: Public Works Department

Additional Funding Department: Various Departments

Fiscal Impact/Funding Source

Funding Source: The cost of services will be charged to the particular projects or activities requiring these services. The department requesting the services for the specific project will establish the funding source at the time a Work Order is issued. Work Orders will not be issued under this contract unless the specific user department identifies appropriate budgeted funds.

Fiscal impact to the Charter County Transit Surtax is estimated at approximately $2,000,000 over the agreement period of the PSA. The cost of the services will be charged to those particular PTP projects which require land surveying for the purpose of design and construction.

PTP Funding: Yes

GOB Funding: Yes

ARRA Funding: No

Capital Budget Project: N/A

Sustainable Building Ordinance: N/A

Contract Period: 1095 Calendar Days or three (3) years, whichever occurs last.

Contingency Period: N/A

IG Fee Included in Base Contract: Yes

Art in Public Places: No

Base Estimated: $25,000,000.00

Base Contract Amount: $25 Million maximum over a three (3) year period (1095 days from the date of execution) to be distributed equally among the qualified firms participating in the pool.

Award Option to Extend: N/A

Contingency Allowance (Sec. 2-8.1 Miami Dade County Code): N/A

Total Dedicated Allowance: $0.00

Total Amount: $0.00

Track Record/Monitor

SBD History of Violations: None

Submittal Date: August 28, 2009

Estimated Notice To Proceed: March 15, 2010

Subconsultants: N/A

Review Committee: Meeting Date: April 29, 2009 Sign off Date: April 30, 2009

Responsible Wages: No

Living Wages: No

Review Committee Assigned Contract Measures: No measures.

Contract Manager

Name/ Phone/ E-mail: Luis F. Lacau Jr., P.L.S. / 305-375-5774/ LZL@Miamidade.gov

Background

This type of agreement has been in use by the PWD since 1998. The pool is open to all companies that respond to the advertisement and meet the requirements such as having the required technical certifications and the appropriate licenses to provide these type of services in the State of Florida. There are no measures assigned to this contract by SBD. The agreement is for three (3) years.

The work under this agreement is assigned on a rotation basis on each of the three (3) applicable certifications: General Land Surveying, Photogrammetric Services and Underground Utilities Location. The position of each consultant in the first rotations is determined by the amount of money awarded Countywide to each firm in the previous pool; thereafter the position on the rotation is determined by adding the amount awarded on each rotation to the starting amount noted above.

The firms being recommend for award are as follows and are listed in Exhibit A: North Star Group, Inc., Morgan & Eklund, Inc., Delta Surveyor, Inc., Royal Point Land Surveyors, Inc., Southern Resource Mapping, Inc., Pulice Land Surveyors, Inc., Southern Resource Mapping of Miami, Inc., MACTEC Engineering and Consulting, Inc., TBE Group, Inc., Inframap Corp., Aerial Cartographics of America, Inc., Miller, Legg & Associates, Inc., Consul-Tech Enterprises, Inc., Aylward Engineering & Surveying, Inc., Ludovici & Orange Consulting Engineers, Inc., LLC, P(3)SM, LLC, Vialink, Inc., Biscayne Engineering Company, Inc., I.F. Rooks & Associates Inc., Erdman Anthony of Florida, Inc., Post Buckley, Schuh & Jernigan, Inc., F.R. Aleman and Associates, Inc., JBM Data System. LLC, Robayna and Associates, Inc., K. M. Engineering Consultants Inc., SEA Diversified, Inc., Florida International Land Surveyors, Inc., King Engineering Associates, Inc., Hadonne Corp., Triangle Surveying & Mapping Inc., CH Perez & Associates Consulting Engineers, Inc., Keith and Schnars, P.A., A.R. Toussaint & Associates, Inc., Coastal Planning & Engineering, Inc., Calvin, Giordano & Associates, Inc., Leiter, Perez & Associates, Inc., J. Bonfill and Associates Inc., Manuel G. Vera & Associates, Inc., Marlin Engineering, Inc., Avino & Associates, Inc., Beiswenger, Hoch & Associates, Inc., The Sanborn Map Company, Inc., E.R. Brownell & Associates Inc., Woolpert, Inc., and Zurwelle-Whittaker Inc.

Department Finance:	Dept. Finance Officer	12/4/09 Date	Action	Comment
Index Codes:	Various			
Budget Approval Funds Available:	OSBM Director	1/7/10 Date	Status	Comment
Approved as to Legal Sufficiency	County Attorney	1/21/10 Date	Status	Comment
	Assistant County Manager	1/25/10 Date	Status	Comment

Clerk Date _____

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: March 2, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(O)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

✓ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(O)
3-2-10

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $25,000,000 FOR PROFESSIONAL SERVICES AGREEMENTS WITH 45 FIRMS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES (PROJECT NO. E09-PW-01; CONTRACT NO. 20090104) AND AUTHORIZING THE USE OF VARIOUS FUNDING SOURCES INCLUDING CHARTER COUNTY TRANSIT SURTAX AND BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Contract Award Recommendation in the amount of $25,000,000.00 to be distributed equally among the following firms: North Star Group, Inc., Morgan & Eklund, Inc., Delta Surveyor, Inc., Royal Point Land Surveyors, Inc., Southern Resource Mapping, Inc., Pulice Land Surveyors, Inc., Southern Resource Mapping of Miami, Inc., MACTEC Engineering and Consulting, Inc., TBE Group, Inc., Inframap Corp., Aerial Cartographics of America, Inc., Miller, Legg & Associates, Inc., Consul-Tech Enterprises, Inc., Aylward Engineering & Surveying, Inc., Ludovici & Orange Consulting Engineers, Inc., LLC, P(3)SM, LLC, Vialink, Inc., Biscayne Engineering Company, Inc., I.F. Rooks & Associates Inc., Erdman Anthony of Florida, Inc., Post Buckley, Schuh & Jernigan, Inc., F.R. Aleman and Associates, Inc., JBM Data System. LLC, Robayna and Associates, Inc., K. M. Engineering Consultants Inc., SEA Diversified, Inc.,

Florida International Land Surveyors, Inc., King Engineering Associates, Inc., Hadonne Corp., Triangle Surveying & Mapping Inc., CH Perez & Associates Consulting Engineers, Inc., Keith and Schnars, P.A., A.R. Toussaint & Associates, Inc., Coastal Planning & Engineering, Inc., Calvin, Giordano & Associates, Inc., Leiter, Perez & Associates, Inc., J. Bonfill and Associates Inc., Manuel G. Vera & Associates, Inc., Marlin Engineering, Inc., Avino & Associates, Inc., Beiswenger, Hoch & Associates, Inc., The Sanborn Map Company, Inc., E.R. Brownell & Associates Inc., Woolpert, Inc., and Zurwelle-Whittaker Inc. and Miami-Dade County for the General Land and Engineering Surveying Services Project, located within various Commission Districts (Project No. E09-PW-01; Contract No. 20090104) in substantially the form attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner , who moved for its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of March, 2010. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Exhibit "A"

FIRM NAME:	North Star Group, Inc.
LOCATION OF FIRM:	16155 SW 117 Avenue, No. B23, Miami Florida 33177
COMPANY PRINCIPALS	Jose Roche
HOW LONG IN BUSINESS:	9 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	Morgan & Eklund, Inc.
LOCATION OF FIRM:	8745 US Hwy 1, Wabasso Florida 32970
COMPANY PRINCIPALS	John R. Morgan
HOW LONG IN BUSINESS:	14 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	Delta Surveyor, Inc.
LOCATION OF FIRM:	13052 SW 133 Court, Miami, Florida 33186
COMPANY PRINCIPALS	Waldo F. Paez
HOW LONG IN BUSINESS:	19 years
PREVIOUS AGREEMENTS WITH COUNTY:	Two agreements with aggregated fees of approximately $55,812
SUBCONSULTANT (S)	N/A

FIRM NAME:	Royal Point Land Surveyors, Inc.
LOCATION OF FIRM:	6175 NW 153 Street, Suite 321, Miami Lakes, Florida 33014
COMPANY PRINCIPALS	Pablo Alfonso
HOW LONG IN BUSINESS:	6 years
PREVIOUS AGREEMENTS WITH COUNTY:	N/A
SUBCONSULTANT (S)	N/A

FIRM NAME:	Southern Resource Mapping, Inc.
LOCATION OF FIRM:	701 N. Oceanshore Blvd, Flagler Beach, Florida 32136
COMPANY PRINCIPALS	Joseph P. Ricke
HOW LONG IN BUSINESS:	8 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	Pulice Land Surveyors, Inc.
LOCATION OF FIRM:	5381 Nob Hill Road, Sunrise, Florida 33351
COMPANY PRINCIPALS	John Pulice
HOW LONG IN BUSINESS:	19 years
PREVIOUS AGREEMENTS WITH COUNTY:	
SUBCONSULTANT (S)	N/A

FIRM NAME:	Southern Resource Mapping of Miami, Inc.
LOCATION OF FIRM:	20197 NE 16 Place, Miami, Florida 33179
COMPANY PRINCIPALS	Joseph Vilu
HOW LONG IN BUSINESS:	19 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	MACTEC Engineering and Consulting, Inc.
LOCATION OF FIRM:	1105 Lakewood Parkway, Suite 300 Alpharetta, GA 30009
COMPANY PRINCIPALS	James A. Kibler Jr.
HOW LONG IN BUSINESS:	19 years
PREVIOUS AGREEMENTS WITH COUNTY:	Six agreements with aggregated fees of approximately $8,372,353
SUBCONSULTANT (S)	N/A

FIRM NAME:	TBE Group, Inc.
LOCATION OF FIRM:	380 Park Place Blvd. Suite 300, Clearwater, Florida 33759
COMPANY PRINCIPALS	Patrick L. Beyer, P.E.
HOW LONG IN BUSINESS:	19 years
PREVIOUS AGREEMENTS WITH COUNTY:	N/A
SUBCONSULTANT (S)	N/A

FIRM NAME:	Inframap Corp.
LOCATION OF FIRM:	10365 Cedar Lane, Glen Allen, VA 23059
COMPANY PRINCIPALS	Paul Hayes
HOW LONG IN BUSINESS:	15 years
PREVIOUS AGREEMENTS WITH COUNTY:	Three agreements with aggregated fees of approximately $102,900
SUBCONSULTANT (S)	N/A

FIRM NAME:	Aerial Cartographics of America, Inc.
LOCATION OF FIRM:	1722 W. Oak Ridge Rd., Orlando Florida 32809
COMPANY PRINCIPALS	Beecher Greenman
HOW LONG IN BUSINESS:	6 years
PREVIOUS AGREEMENTS WITH COUNTY:	N/A
SUBCONSULTANT (S)	N/A

FIRM NAME:	Miller, Legg & Associates, Inc.
LOCATION OF FIRM:	1800 N. Douglass Road, Pembroke Pines, Florida 33024
COMPANY PRINCIPALS	David L. John
HOW LONG IN BUSINESS:	14 years
PREVIOUS AGREEMENTS WITH COUNTY:	Two agreements with aggregated fees of approximately $621,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	Consul-Tech Enterprises
LOCATION OF FIRM:	6100 Blue Lagoon Drive, Suite 300, Miami Florida 33126
COMPANY PRINCIPALS	Carlos M. Mallol
HOW LONG IN BUSINESS:	1 year
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $100,000
SUBCONSULTANT (S)	N/A

FIRM NAME:	Aylward Engineering & Surveying, Inc.
LOCATION OF FIRM:	3222 Ridge Trace , Davie, Florida 33328
COMPANY PRINCIPALS	Sharon A. Cox
HOW LONG IN BUSINESS:	21 years
PREVIOUS AGREEMENTS WITH COUNTY:	Five agreements with aggregated fees of approximately $617,188
SUBCONSULTANT (S)	N/A

FIRM NAME:	Ludovici & Orange Consulting Engineers, Inc.
LOCATION OF FIRM:	329 Palermo Avenue, 2nd Floor, Coral Gables, Florida 33134
COMPANY PRINCIPALS	John R. Hall
HOW LONG IN BUSINESS:	37 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	P(3)SM, LLC
LOCATION OF FIRM:	3900 NW 79 Avenue, Suite 235, Doral, Florida 33166
COMPANY PRINCIPALS	Eddie Suarez
HOW LONG IN BUSINESS:	5 years
PREVIOUS AGREEMENTS WITH COUNTY:	N/A
SUBCONSULTANT (S)	N/A

FIRM NAME:	Vialink, Inc.
LOCATION OF FIRM:	14401 SW 29 Ct., Davie, Florida 33330
COMPANY PRINCIPALS	Stephen P. Kilmon
HOW LONG IN BUSINESS:	14 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	Biscayne Engineering Company, Inc.
LOCATION OF FIRM:	529 West Flagler Street, Miami, Florida 33130
COMPANY PRINCIPALS	George C. Bolton
HOW LONG IN BUSINESS:	95 years
PREVIOUS AGREEMENTS WITH COUNTY:	Five agreements with aggregated fees of approximately $145,512
SUBCONSULTANT (S)	N/A

FIRM NAME:	I.F. Rooks & Associates, Inc.
LOCATION OF FIRM:	106 NW Drane Street, Plant City, Florida 33563
COMPANY PRINCIPALS	Isaac F. Rooks Jr.
HOW LONG IN BUSINESS:	41 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N//A

FIRM NAME:	Erdman Anthony of Florida, Inc.
LOCATION OF FIRM:	2165 Brighton-Henrietta TL Road, Rochester, NY 14623
COMPANY PRINCIPALS	Russell J. Bullock
HOW LONG IN BUSINESS:	5 years
PREVIOUS AGREEMENTS WITH COUNTY:	N/A
SUBCONSULTANT (S)	N/A

FIRM NAME:	Post, Buckley, Schuh & Jernigan, Inc.
LOCATION OF FIRM:	5300 West Cypress Street, Suite 200, Tampa, Florida 33607
COMPANY PRINCIPALS	Clarence Anthony
HOW LONG IN BUSINESS:	49 years
PREVIOUS AGREEMENTS WITH COUNTY:	16 agreements with aggregated fees of approximately $6,849,204
SUBCONSULTANT (S)	N/A

FIRM NAME:	F. R. Aleman and Associates, Inc.
LOCATION OF FIRM:	10305 NW 41 Street, Suite 200, Miami, Florida 33178
COMPANY PRINCIPALS	Francisco Aleman
HOW LONG IN BUSINESS:	22 years
PREVIOUS AGREEMENTS WITH COUNTY:	Nine agreements with aggregated fees of approximately $933,671
SUBCONSULTANT (S)	N/A

FIRM NAME:	JBM Data System, LLC
LOCATION OF FIRM:	4000 Ponce de Leon Blvd, Suite 470, Coral Gables, Fl 33146
COMPANY PRINCIPALS	Jovica B. Malesevic
HOW LONG IN BUSINESS:	5 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	Robayna and Associates, Inc.
LOCATION OF FIRM:	5929 NW 158th Street, Miami Lakes, Florida 33014
COMPANY PRINCIPALS	Rafael L. Robayna
HOW LONG IN BUSINESS:	28 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	K. M. Engineering Consultants, Inc.
LOCATION OF FIRM:	18625 Atlantic Blvd, Sunny Isles Beach, Florida 33160
COMPANY PRINCIPALS	Kouroche Mohandes
HOW LONG IN BUSINESS:	4 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregate fees of approximately $150,000
SUBCONSULTANT (S)	N/A

FIRM NAME:	Sea Diversified, Inc.
LOCATION OF FIRM:	Delray Park of Commerce, J3 Exec. Centre, 1200 NW 17 Avenue, Suite 3, Delray Beach, Florida 33445
COMPANY PRINCIPALS	Kenneth C. Jackson
HOW LONG IN BUSINESS:	5 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	Florida International Land Surveyors, Inc.
LOCATION OF FIRM:	5881 NW 151 Street, No. 213, Miami Lakes, Florida 33014
COMPANY PRINCIPALS	Vicente Tome
HOW LONG IN BUSINESS:	31 years
PREVIOUS AGREEMENTS WITH COUNTY:	N/A
SUBCONSULTANT (S)	N/A

FIRM NAME:	King Engineering Associates, Inc.
LOCATION OF FIRM:	4921 Memorial Hwy, Suite 300, Tampa, Florida 33634
COMPANY PRINCIPALS	Keith A. Appenzeller
HOW LONG IN BUSINESS:	32 years
PREVIOUS AGREEMENTS WITH COUNTY:	N/A
SUBCONSULTANT (S)	N/A

FIRM NAME:	Hadonne Corp.
LOCATION OF FIRM:	7855 NW 12th Street, Suite 202, Doral, Florida 33126
COMPANY PRINCIPALS	Abraham Hadad
HOW LONG IN BUSINESS:	8 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	Triangle Surveying and Mapping Inc.
LOCATION OF FIRM:	8609 NW 66 Street, Miami, Florida 33166
COMPANY PRINCIPALS	John A. Liptak
HOW LONG IN BUSINESS:	4 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	CH Perez & Associates Consulting Engineers, Inc.
LOCATION OF FIRM:	9594 NW 41st Street, Suite 201, Doral, Florida 33178
COMPANY PRINCIPALS	Carlos H. Perez
HOW LONG IN BUSINESS:	5 years
PREVIOUS AGREEMENTS WITH COUNTY:	Two agreements with aggregated fees of approximately $67,400
SUBCONSULTANT (S)	N/A

FIRM NAME:	Keith and Schnars, P.A.
LOCATION OF FIRM:	6500 North Andrews Avenue, Ft. Lauderdale, Florida 33309
COMPANY PRINCIPALS	Errol Kalayci
HOW LONG IN BUSINESS:	37 years
PREVIOUS AGREEMENTS WITH COUNTY:	Six agreements with aggregated fees of approximately $1,682,253
SUBCONSULTANT (S)	N/A

FIRM NAME:	A. R. Toussaint & Associates, Inc.
LOCATION OF FIRM:	620 NE 126th Street, Miami, Florida 33161
COMPANY PRINCIPALS	Albert Toussaint
HOW LONG IN BUSINESS:	47 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	Coastal Planning & Engineering, Inc.
LOCATION OF FIRM:	2481 NW Boca Raton Boulevard, Boca Raton, Florida 33431
COMPANY PRINCIPALS	Thomas J. Campbell
HOW LONG IN BUSINESS:	4 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	Calvin, Giordano & Associates, Inc.
LOCATION OF FIRM:	1800 Eller Drive, Suite 600, Ft. Lauderdale, Florida 33316
COMPANY PRINCIPALS	Dennis J. Giordano
HOW LONG IN BUSINESS:	24 years
PREVIOUS AGREEMENTS WITH COUNTY:	Eight agreements with aggregated fees of approximately $211,098
SUBCONSULTANT (S)	N/A

FIRM NAME:	Leiter, Perez & Associates, Inc.
LOCATION OF FIRM:	160 NW 176 Street, Miami, Florida 33169
COMPANY PRINCIPALS	George Perez
HOW LONG IN BUSINESS:	23 years
PREVIOUS AGREEMENTS WITH COUNTY:	Five agreements with aggregated fees of approximately $590,054
SUBCONSULTANT (S)	N/A

FIRM NAME:	J. Bonfill and Associates, Inc.
LOCATION OF FIRM:	9360 SW 72 Street, Suite 265, Miami, Florida 33173
COMPANY PRINCIPALS	Jacqueline Bonfill
HOW LONG IN BUSINESS:	20 years
PREVIOUS AGREEMENTS WITH COUNTY:	Five agreements with aggregated fees of approximately $675,028
SUBCONSULTANT (S)	N/A

FIRM NAME:	Manuel G. Vera & Associates, Inc.
LOCATION OF FIRM:	13960 SW 47th Street, Miami, Florida 33175
COMPANY PRINCIPALS	Manuel G. Vera
HOW LONG IN BUSINESS:	32 years
PREVIOUS AGREEMENTS WITH COUNTY:	Three agreements with aggregated fees of approximately $28,200
SUBCONSULTANT (S)	N/A

FIRM NAME:	Marlin Engineering, Inc.
LOCATION OF FIRM:	2191 NW 97 Avenue, Miami, Florida 33172
COMPANY PRINCIPALS	Ramon Soria
HOW LONG IN BUSINESS:	18 years
PREVIOUS AGREEMENTS WITH COUNTY:	Seven agreements with aggregated fees of approximately $2,220,830
SUBCONSULTANT (S)	N/A

FIRM NAME:	Avino & Associates, Inc.
LOCATION OF FIRM:	1350 SW 57th Avenue, Suite 207, West Miami, Florida 33144
COMPANY PRINCIPALS	Jorge R. Avino
HOW LONG IN BUSINESS:	21 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	Beiswenger, Hoch & Associates, Inc.
LOCATION OF FIRM:	510 Shotgun Road, Suite 400, Ft. Lauderdale, Florida 33326
COMPANY PRINCIPALS	Francisco Norona
HOW LONG IN BUSINESS:	54 years
PREVIOUS AGREEMENTS WITH COUNTY:	Four agreements with aggregated fees of approximately $1,550,991
SUBCONSULTANT (S)	N/A

FIRM NAME:	The Sanborn Map Company, Inc.
LOCATION OF FIRM:	1935 Jamboree Drive, Suite 100, Colorado Springs, CO 80920
COMPANY PRINCIPALS	John R. Copple
HOW LONG IN BUSINESS:	10 years
PREVIOUS AGREEMENTS WITH COUNTY:	One agreement with aggregated fees of approximately $571,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	E. R. Brownell & Associates Inc.
LOCATION OF FIRM:	2434 SW 28th Lane, Miami, Florida 33133
COMPANY PRINCIPALS	Joan Brownell
HOW LONG IN BUSINESS:	41 years
PREVIOUS AGREEMENTS WITH COUNTY:	N/A
SUBCONSULTANT (S)	N/A

FIRM NAME:	Woolpert, Inc.
LOCATION OF FIRM:	4454 Idea Center Blvd., Dayton Ohio, 45430
COMPANY PRINCIPALS	Michael R. Flannery
HOW LONG IN BUSINESS:	5 years
PREVIOUS AGREEMENTS WITH COUNTY:	Two agreements with aggregated fees of approximately $4,431,428
SUBCONSULTANT (S)	N/A

FIRM NAME:	Zurwelle-Whittaker
LOCATION OF FIRM:	95 NE 80th Terrace, Miami Florida 33138
COMPANY PRINCIPALS	Eddie A. Martinez
HOW LONG IN BUSINESS:	75 years
PREVIOUS AGREEMENTS WITH COUNTY:	N/A
SUBCONSULTANT (S)	N/A

MIAMI-DADE

Dept. of Small Business Development

Project Worksheet

Project Contract Title: [illegible]

RC Date: 04/29/2009

Project Contract No: [illegible]

Funding Source: [illegible]

Item No: 1-05

Department: PUBLIC WORKS DEPARTMENT

Estimated Cost of Project Bid: [illegible]

Residential Interest:

Description of Project Bid: [illegible]

Contract Measures Recommendation

Measure	Program	Goal Percent
No Measure	CBE	[illegible]

Reasons for Recommendation

[illegible]

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability

Total

Living Wage [illegible] NO X

Responsible Wages [illegible] NO X

[illegible]

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside

Set Aside	Level 1	Level 2	Level 3
Trade Set Aside/MCC		Goal	Bid Preference
No Measure		Deferred	Selection Factor

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NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR GENERAL LAND AND ENGINEERING SURVEYING SERVICES

THIS NON-EXCLUSIVE AGREEMENT is made and entered into this _____ day of _____,2010, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and _____, a Florida Corporation, hereinafter referred to as the "SURVEYOR"

W I T N E S S E T H:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the SURVEYOR and the SURVEYOR hereby covenants to provide the professional services prescribed herein in connection with General Land and Engineering Surveying Services.

SECTION I - COUNTY OBLIGATIONS

The COUNTY agrees that the Public Works Department or its authorized designee shall furnish to the SURVEYOR any plans and other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the SURVEYOR without guarantee regarding its reliability and accuracy; the SURVEYOR shall be responsible for independently verifying such information if it shall be used by the SURVEYOR to accomplish the work undertaken pursuant to this Agreement.

The Director of the Public Works Department, hereinafter referred to as the "Director", reserves the right to guarantee the accuracy of information provided by the COUNTY to the SURVEYOR.

When such guarantee is provided in writing, the SURVEYOR shall not be compensated for independent verification of said information.

There are no specific projects to be designated under this Agreement. The SURVEYOR shall be issued work orders by the Director or his/her authorized designee as the need for services arises, covering in detail the scope, time for completion and compensation for the work to be accomplished. In case of emergency, the COUNTY reserves the right to issue oral authorization to the SURVEYOR with the understanding that written confirmation shall follow immediately thereafter. The SURVEYOR shall submit a proposal upon the Director or her authorized designee's request prior to the issuance of a Work Order. No payment shall be made for the SURVEYOR's time or services in connection with the preparation of any such proposal. The Director or his authorized representative shall confer with the SURVEYOR before any Work Order is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.

SECTION II - PROFESSIONAL SERVICES

Upon receipt of Work Order from the Director or her authorized designee authorizing to proceed with a particular unit or section of work, the SURVEYOR shall clear all standing growth and undergrowth at the site(s) as necessary to facilitate performance of requested land or engineering surveying work.

The work to be performed by the SURVEYOR shall consist of, but not limited to: photogrammetric control; the monumentation and remonumentation of property boundaries and subdivisions; the measurement and preparation of plans showing existing improvements after construction; underground utility and Improvements location; the layout of proposed improvements; the preparation of descriptions for use in legal instruments of conveyance of real property and property rights, the preparation of subdivision planning maps and record plats; the determination of, but not the design of, grades and elevations of roads and land in connection with subdivisions or divisions of land; and the creation and perpetuation of alignments related to maps, record plats, field notes, records, reports, property descriptions, plans and drawings that represent them. This work also includes the provision of topographic, hydrographic, and geodetic surveying and mapping services. All field survey information shall be recorded in standard field books and/or data collectors, in sufficient detail to reflect existing field conditions and provide all information required for the preparation of survey drawings, maps and construction plans as required. When using a data collector, a report and digital submission shall be provided with all necessary field survey information, along with a field book showing monumenting and referencing of boundary lines, offset lines, baselines, reference lines, horizontal/vertical control points. All such survey work is to be performed as instructed by the Director or his/her authorized designee or his authorized designee and in accordance with Chapter 61G17 of the Florida Administrative Code, and as set forth herein:

A. <u>Note Keeping</u>

1. **the field book number and project number, both furnished by the COUNTY, shall be lettered on the front outside cover of each field book.**
2. **The name of the SURVEYOR shall be placed or stamped on the fly leaf of each field book.**
3. **The first page or pages of the field book immediately following the fly leaf shall contain an index showing the limits and types of each phase of the survey, and the pages of the book on which this information is recorded.**
4. **All field books shall be cross-referenced to other field books used on the same project or site.**
5. **All field book pages shall be numbered.**
6. **For each phase of the work, the left-hand page in the field book shall list the title and limits of the work being performed; the Section, Township and Range in which the site is located; and the project number, if applicable. The right-hand pages shall list the date, weather conditions and the names of survey party personnel. The survey base lines, as the case may be, shall be drawn with distances, angles, reference points, north arrow, and description of the various points and shown in the field notes in an accurate and legible manner.**
7. **Topography details shall be plotted on right-hand pages in the field book. Stations and right angle distances to objects shall be recorded. All physical features such as buildings (with description), trees, utility poles, fence lines, utility mains, pipe lines, sewers, pavements, sidewalks, ditches, railroad tracks, drainage structures, etc., shall be recorded with a description of each shown on the left-hand page. When using a data collector, a report and digital**

submission shall be provided with all necessary field survey information in a format as required by the Director. All ties to section lines and sections corners, and other specified property corners shall be shown in the topography notes and field book.

8. **At intersection of tangents (P.I.), the curve length, tangent length, and external distance shall be determined to the nearest one-hundredth (1/100) foot. The curve data and the tangent distance shall be recorded appropriately in the field book.**

9. **All horizontal control points shall be referenced, the point of these references shown in the field book. Special consideration shall be given to selection and location of reference points to ensure they are not disturbed during construction of the proposed improvements.**

10. **In case of public land survey corners that have been used as control for the contract survey, referencing and filing of records shall be in conformance with Part III of Chapter 177 of the Laws of the State of Florida. A certified corner record will be completed and filed with the Department by any SURVEYOR made under his direction, identifies, recovers, reestablishes, remonuments, restores or uses as control a public land corner accessory, unless the corner or its accessories are substantially as described in a previously filed corner record. The location and description of all temporary and permanent reference points shall be noted in the field book and copies of the corner record sheets supplied to the Public Works Department.**

11. **The description and elevation of bench marks set at strategic locations**

throughout the site shall be noted in the field book. Level runs for establishing bench marks and temporary bench marks shall be recorded on the left-hand page of the field book, and a description of the bench marks noted on the right-hand page with stations and right angle distances to each. Ties shall be made to existing bench marks.

12. **Cross-section notes shall be made with stationing shown in the first column of the left-hand page and a description of the bench marks or turning points and breaks or changes in ground elevations recorded on the same page. Elevation of bench marks or other important points shall also be noted on this page. On the right-hand page, rod readings shall be recorded showing the distance right or left of the base line or centerline at which the reading was taken. Distances shall be recorded directly beneath the rod readings. When using a data collector, a report and digital submission shall be provided with all necessary field survey information in a format as required by the Director or his/her authorized designee.**

13. **Cross-sections shall be taken normal to the base line at each station, with additional cross-sections taken between stations wherever breaks or changes in ground elevation require them.**

14. **Centerline profiles along intersection driveways, roads, ditches, and railroad rails shall be included in the cross-sections notes. Readings on pipes, manholes, utility valves, etc., shall also be recorded.**

15. **All elevations shall be based on NGVD 1929 datum or NAD 88 if requested.**

16. **Type and condition of existing road surfaces shall be noted.**

17. **The elevation of headwall tops; culverts sizes and material, tops of openings; flow lines of all existing structures up to a distance of 5 feet beyond the right-of-way line; and any other similar items deemed necessary by the Director or his/her authorized designee shall be obtained and recorded.**

18. **Equations and angles with intersections to all existing surveys encountered in the work shall be established and angles on all intersecting railroads shall be turned.**

19. **the elevation of all existing pavements, bridge decks, or other incidental surfaces or structures which are to be matched by proposed improvements shall be obtained and recorded.**

20. **The nearest corner of any building or structure within 50 feet of the public right-of-way shall be located, referenced and recorded.**

21. **Stationing of base lines shall increase to the north and east.**

B. **<u>Field Work</u>**

1. **Control points shall be set for horizontal control. These points shall be set at appropriate intervals and at all points of curvature and, when applicable, at each side of canals. Horizontal and vertical control should be established from at least two known points.**

   Nails in roofing discs may be used in black top pavements and 1/2 inch drill holes, about 3/4 inch deep, may be used in concrete surfaces.

2. **Angular control angles shall be turned a sufficient number of times to obtain the accuracy as required in 21-HH-6 of the Florida Administrative Code.**

3. **Wood stakes, approximately 16 inches long, shall be placed at each station**

along the base line or centerline. Longer stakes shall be used where necessary to obtain rigidity. Guard stakes showing stationing shall be placed at each control point. The stationing along the survey baseline or centerline shall progress from south to north or from west to east, and the stationing shall always be a horizontal distance established by use of steel SURVEYOR's tape and plumb bobs or an electronic measuring device. Baseline or centerline stakes or markings shall be set at each one hundred-foot station along the survey route, and the chaining shall be done to the nearest one hundredth of a foot. The point of curvature and point of tangency shall be established on the tangent lines and the centerline curve shall be stationed.

4. Bench marks and temporary bench marks shall be set at frequent intervals outside the construction limits of the site. Bench marks may consist of large nails or square cuts in concrete surfaces such as concrete headwalls or steps, etc. Additional bench marks shall be set in areas where a considerable amount of construction is planned such as bridge sites. No bench marks are to be set in trees or utility poles.

C. <u>Survey Drawings</u>

Boundary survey sketches, maps and specific purpose survey drawings shall be in accordance with the requirements of Chapter 61G17 of the Florida Administrative Code, as presently written or hereafter amended, and the requirements of the Director or his/her authorized designee. Survey drawings shall be drawn to a standard scale and sufficient size that will permit showing the required detail clearly and legibly without the appearance of crowding.

As-Built/Record Survey:

(a) When performing as-built or record surveys, the SURVEYOR shall obtain field measurements of vertical or horizontal dimensions of constructed improvements so that the constructed facility can be delineated in such a way that the location of the construction may be compared with the construction plans.

(b) When the SURVEYOR prepare as-built maps they will clearly show by symbols, notations, or delineations, those constructed improvements located by the survey.

(c) The vertical and horizontal accuracy of the measurements made shall be such that it may be determined whether the improvements were constructed consistent with planned locations.

(2) Boundary Survey, Map, and Report:

(a) Boundaries of Real Property:

1. The SURVEYOR shall make a determination of the position of the boundary of real property in complete accord with the real property description shown on or attached to the survey map or report.

2. Any discrepancies between the survey map and the real property description must be shown.

3. All changes in direction, including curves, shall be shown on the survey map by angles, bearings or azimuths, and will be in the same form as the description or other recorded document referenced on the map.

4. Curved lines with circular curves shall show the radii, arc distances and central angles, or radii, arc distances, chord distances and chord bearings.

5. When intersecting lines are non-radial to a curve, sufficient angular data shall be shown to relate the line to the curve.

6. Surveys of all or part of a lot(s) which is part of a recorded subdivision shall show the following upon the map:

a. The lot(s) and block numbers or other designations, including those of adjoining lots.

b. A comparison between recorded directions and distances with field measured directions and distances when they vary.

c. A comparison between the recorded directions and distances with field measured directions and distances to the nearest street intersection, right of way intersection or other identifiable reference point.

d. The dimensioned remaining portion of a lot(s) when part of a lot is included within the description.

7. Surveys of parcels described by metes and bounds shall show the following upon the map:

a. The relationship of the parcel(s) to at least one established identifiable real property corner;

b. All information called for in the property description, such as point of commencement, course bearings and distances, and point of beginning;

c. A comparison between recorded directions and distances and field measured directions and distances on the boundary when they vary;

d. The most current abutting recorded instrument or recorded plat either known by the SURVEYOR and mapper or furnished to the SURVEYOR and mapper.

(b) Boundary Inconsistencies:

1. Potential boundary inconsistencies that the survey process did not attempt to detect shall be clearly indicated and explained on the survey map or in the report. Where evidence of inconsistency is found, the nature of the inconsistency shall be shown upon the survey map, such as:

a. Overlapping descriptions or hiatuses;

b. Excess or deficiency;

c. Conflicting boundary lines or monuments; or

d. Doubt as to the location on the ground of survey lines or property rights.

2. Open and notorious evidence of boundary lines, such as fences, walls, buildings, monuments or otherwise, shall be shown upon the map, together with dimensions sufficient to show their relationship to the boundary line(s).

3. All apparent physical use onto or from adjoining property must be indicated, with the extent of such use shown or noted upon the map.

4. In all cases where foundations may violate deed or easement lines and are beneath the surface, failure to determine their location shall be noted upon the map or report.

(d) Rights-of-Way, Easements, and Other Real Property Concerns:

1. All recorded public and private rights-of-way shown on applicable recorded plats adjoining or across the land being surveyed shall be located and shown upon the map.

2. Easements shown on applicable record plats or open and notorious evidence of easements or rights-of-way on or across the land being surveyed shall be located and shown upon the map.

3. When streets or street rights-of-way abutting the land surveyed are physically closed to travel, a note to this effect shall be shown upon the map.

4. When location of easements or rights-of-way of record, other than those on record plats, is required, this information must be furnished to the SURVEYOR and mapper.

5. Human cemeteries and burial grounds located within the premises shall be located and shown upon the map when open and notorious, or when knowledge of their existence and location is furnished to the SURVEYOR and mapper.

(e) Real Property Improvements:

1. Location of fixed improvements pertinent to the survey shall be graphically shown upon the map and their positions shall be dimensioned in reference to the boundaries, either directly or by offset lines.

2. When fixed improvements are not located or do not exist, a note to this effect shall be shown upon the map.

3. Building corners are acceptable as monumentation so long as use of building corners as monumentation is clearly noted on survey drawing.

(3) Construction Layout Survey:

(a) When the SURVEYOR and mapper provides construction staking, these stakes must be based on controls established using the survey standards set out in the Rules 61G17-6.003 and 61G17-6.004, F.A.C. The stakes provided should be adequate in number and position so that the physical items can be constructed from the plans as designed.

(b) Horizontal and Vertical Controls for Public and Private Construction Layout:

(c) All construction requiring benchmarks shall have a minimum of two (2) existent or established benchmarks for vertical control.

(d) Vertical control for linear type construction sites such as roads and sewer lines shall have a maximum of 1,100 feet between existent or established benchmarks.

(e) Vertical control for acreage construction sites shall have two (2) existent or established benchmarks on the first ten (10) acres plus an additional benchmark for each additional ten (10) acres.

(f) The only required documentation for this type of survey product shall be field notes.

(4) Descriptions/Sketch to Accompany Description:

(a) Descriptions written by a SURVEYOR to describe land boundaries by metes and bounds shall provide definitive identification of boundary lines.

(b) When a sketch accompanies the property description, it shall show all information referenced in the description and shall state that such sketch is not a survey. The initial point in the description shall be tied to either a government corner, a recorded corner, or some other well-established survey point.

(5) Digital Data:

(a) When survey information is provided in digital form only, the SURVEYOR shall

provide a signed and sealed report as set forth in the minimum technical standards paragraph 61G17-6.003(3)(b)14.b., F.A.C.

(b) The digital file will reference the report and that the digital file is not full and complete without the report.

(6) <u>Ortho-Images/Photos</u>:

(a) The survey, map, and/or report must contain a list of control points employed in geo-referencing the image along with the source of control positions used.

(b) Positional Accuracy: Feature accuracies shall be stated.

(c) The Ortho-Image/Photo shall comply with the December 1996 US Department of the Interior, US Geological Survey National Mapping Divisions, "National Mapping Program Technical Instructions Part 2 Specifications Standards for Digital Orthophotos," which are incorporated herein by reference.

(7) <u>Quantity Survey</u>:

The SURVEYOR shall obtain horizontal and vertical measurements adequate to delineate graphically geometric configurations and/or dimensions that can be mathematically computed.

(8) <u>Raster Imagery:</u>

(a) The survey and report must contain a list of control points employed in geo-referencing the image along with the source of control positions used. The survey and report must contain a statement clearly stating that "This is not an ortho-image or ortho-photo."

(b) Feature accuracies shall be stated.

(9) <u>Topographic Survey</u>:

(a) Topographic surveying and mapping by field methods shall meet general provisions applicable to all surveys and maps as set out in the minimum technical standards, a

minimum of two site benchmarks on or near the survey shall be indicated upon the survey map.

(b) Topographic Features.

1. Intended Features. The SURVEYOR shall devise a method of reporting which topographic features were intended to be surveyed and mapped, the style of cartographic representation employed for each, and the degree of intended completeness in the surveying and mapping of each feature. As with abbreviations, any symbols, line types, etc. shown on the survey map shall be explained and/or defined in a legend.

2. Scale of Map. The scale of the map that is selected when provided in hard copy shall be sufficient to accurately and clearly show the results of the survey.

3. Property Lines. Any depiction of property lines on a topographic map shall be accompanied with a statement as to the source of the property lines shown.

4. All recorded public and private rights-of-way shown on applicable recorded plats adjoining or across the land being surveyed shall be located and shown upon the map.

5. When location of easements or rights-of-way of record, other than those on record plats, is required, this information must be obtained from the Public Records by the SURVEYOR and mapper.

(c)Base Line Control.

1. All baselines should be tied to Section or Quarter Section Corners.

2. All baselines should be tied to existing control points found along the corridor including intersecting street monuments on the Center Line of the road being surveyed.

3. Found monumentation for subdivided lands such as P.C.Ps should be located and anotated.

D. General Requirements

In connection with professional services to be rendered pursuant to this

Agreement, the SURVEYOR further agrees to:

1. **Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable Work Order.**
2. **Comply with any federal, state and local laws or ordinances applicable to the work.**
3. **Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.**
4. **Prepare necessary documents, if required for County, City, State and Federal agencies.**
5. **Report the status of the work to the Director or his/her authorized designee upon request and hold pertinent data, calculations, field notes, records, sketches, and other work products open to the inspection of the Director or his authorized agent at any time.**
6. **Submit for COUNTY review computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order. Submit for COUNTY approval of the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.**
7. **Submit one original set of all survey field notes and any other data developed in the performance of requested surveying work. The field notes shall be presented in approved Engineer Field Books.**

8. **Be available at all times for general consultation and advice through the effective term of this Agreement.**

Confer with the COUNTY at any time during the further development and implementation of improvements for which the SURVEYOR has provided professional services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The SURVEYOR shall not be compensated for the correction of errors and omissions on the part of the SURVEYOR.

E. UNDERGROUND UTILITY SURVEYS CONSULTANT REQUIREMENTS

1. **Provide all equipment, personnel, travel, and supplies necessary and/or required to perform the locating service.**
2. **Secure all necessary plans, plats, records and other available data as provided by utility agency/owners.**
3. **Acquisition of any permits that may be required for the execution of the work shall be the responsibility of the Consultant.**
4. **Comply with applicable underground utility damage prevention laws and regulations.**
5. **Coordinate with utility agency/owner and permit inspectors a minimum of 48 business hours prior to any excavation.**
6. **Neatly cut and remove existing paving.**
7. **Excavate test holes to expose the utility to be measured by air or water vacuum in such a manner to ensure the safety of the excavation and the integrity of the utility to be measured. Alternate means of locating the**

utility may be approved by the Project Manager under special circumstances.

8. **Furnish and install permanent markers above centerline of the utility.**

9. **Where applicable, provide permanent restoration of pavement within limits of the original cut and warrant the pavement restoration for three (3) years. Whenever test holes are excavated in areas other than roadway pavement, the disturbed areas shall be restored, where reasonably possible, to the condition that existed prior to excavation. The restored area will be subject to the approval of the Project Manager. The Consultant shall follow the appropriate compaction requirements.**

11. **Provide the following information for each test hole in a format approved by the Department. This information will be submitted to the Department on or before the completion date indicated on the work order.**

    (a) **Outside diameter of the pipe/cable or width of duct banks, top and bottom and configuration of non-encased multi-conduit systems.**

    (b) **Distance measured to one tenth of a foot from original ground surface and/or pavement surface to top of utility.**

    (c) **Utility material composition.**

    (d) **Elevation of top and bottom of utility tied to the data furnished by the Department.**

(e) **Elevation of existing grade over utility at the test hole.**

(f) **Horizontal location tied to the data furnished by the Department.**

(g) **Description of the County Bench marks used to determine elevations.**

(h) **Elevations provided shall be within an accuracy of +/-0.05' based on the bench marks shown by Consultant on the test hole report.**

(i) **The utility agency/owner (Based on best available information).**

12. **Request required "One Call" services prior to commencing the test hole excavation, as well as contacting other utility agency/owners that may be affected by the services.**

13. **Begin working on project specified on the work authorization within 72 hours after issuance by the Project Manger. All work begun shall be worked in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress.**

14. **Notification shall be provided to adjacent property owners concerning test hole activity on each project.**

15. **The Consultant shall not begin any work under this Agreement until requested by the Project Manager.**

16. **When practical tie all vertical controls to a minimum of two (2) furnished benchmarks.**

17. **All data supplied to the Department for excavation and survey services shall be signed and sealed by a land SURVEYOR registered within the State of Florida.**

18. **Any equipment left on the right-of-way overnight shall be parked as close to the right-of-way line as possible and shall not interfere with pedestrian or traveling public.**

19. **No work shall commence on subsequent assignments until the satisfactory completion or progress of previously issued assignments has been confirmed by the Department. The only exception to this occasion is when the Project Manager determines that such other work is in the best interest of the Department and should be expedited.**

20. **Consultant will be paid for 1 (one) test hole per utility located. No extra test holes (including dry holes) will be compensated, unless approved by the Project Manger.**

F. **UNDERGROUND UTILITY SURVEYS; DEPARTMENT RESPONSIBILITIES**

1. **The Project Manager will notify the Consultant when to proceed with work by issuance of a work order.**

2. **Work orders shall identify the general location of the test holes. Locations shall be described geographically or by landmark reference points, typically using plan sheets. Work authorizations will generally be project specific.**

3. **Survey control will be provided to the Consultant unless otherwise specified in the work order, including benchmark elevations/stationing to be used for the required test holes.**

4. **Work requirements other than those specified in the General Agreement and Special Provisions will be the responsibility of the Department.**

5. **the Project Manager shall have the authority to suspend the work, wholly or in part, for such times as may be deemed necessary due to conditions that are considered unfavorable for the continuation of the work. The work may also be suspended for such time as is necessary due to the failure on the part of the Consultant to comply with any or all provisions of the Agreement. Such suspension shall be ordered in writing, giving in detail the reasons for the suspension.**

G. UNDERGROUND UTILITY SURVEYS; CONSULTANT STAFFING

1. **The control and supervision of the designating and excavating work performed for the Agreement by the Consultant or Sub consultant shall be under the direction of an engineer or underground utility locating or designating specialist employed by the Consultant who has had no less than three (3) years experience in the type of work herein described and she/he shall be assigned to the project until all work has been completed or until the Department agrees in writing that she/he maybe replaced or removed.**

2. **The control and supervision of all survey work shall be under the direction of a land SURVEYOR registered within the State of Florida.**

3. **A staff of competent engineers, SURVEYORs and specialists adequate in number and experience to perform the described work in the prescribed time shall be assigned to perform work under this Agreement.**

H. UNDERGROUND UTILITY SURVEYS; PRESERVATION OF PROPERTY

1. **The Consultant shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work. Any damage occurring to such properties shall be immediately repaired at the Consultant's expense.**

I. UNDERGROUND UTILITY SURVEYS; TRAFFIC CONTROLL AND ACCIDENT PREVENTION PROCEDURES

1. **the Consultant will be guided by and shall adhere to the requirements of the FDOT's Design Standards of Design, Construction, Maintenance and Utility Operations on the State Highway System, the FDOT's Accident Procedures Handbook and other regulations as required.**

2. **the Consultant's attention is directed to the fact that work may be performed on a limited access facility, with regulations for traffic control. The Consultant's employees are expected to obey all traffic**

regulations pertaining to this system.

3. All work is to be performed between the hours of 9:00a.m. And 3:00 p.m., unless otherwise directed by the Project Manager.

J. UNDERGROUND UTILITY SURVEYS; MISCELLANEOUS

1. Upon completed of the work, and before payment is made, the Consultant shall remove from the job site any surplus or discarded materials or rubbish and shall restore the job site area to a condition acceptable to the Department.

2. All costs for repeat work, which as determined by the Project Manager that are due to inadequate work procedures and/or materials, will be the responsibility of the Consultant

SECTION III - SCHEDULE OF WORK AND TIME FOR COMPLETION

The COUNTY shall have the sole right to determine on which units or sections of the work the SURVEYOR shall proceed and in what order. Written Work Orders issued by the Director shall cover in detail the scope, time for completion and intent of requested services.

The services to be rendered by the SURVEYOR for each section of the work shall commence upon receipt of a written Work Order from the Director subsequent to the execution of the Agreement, and shall be completed within the time stated in the Work Order.

A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the SURVEYOR's duties impossible. Such extensions of time shall not be cause for any claim by the SURVEYOR for extra compensation.

SECTION IV - FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the right and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid.

Such acts or events DO NOT INCLUDE inclement weather (except as previously noted) or the acts or omissions of subconsultants/subcontractors, third-party subconsultants/sub-contractors, material, men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be

suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any nonperformance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the SURVEYOR agrees to accept, for services rendered pursuant to this Agreement, which are specifically authorized in writing by the County, including work as stipulated by Section II - Professional Services and all preliminary and/or incidental work thereto, fees computed in accordance with one or a combination of the methods outlined below:

Fees based on Fixed Hourly Rates: See Appendix "A"

A. Fees as a Multiple of Direct Salary Cost and Fixed Hourly rate.

The fees for services rendered by individuals whose personnel categories are not listed above, shall be computed based on the direct salary cost (as reported to the Internal Revenue Service) for the time said personnel are engaged directly in the work, times a multiplier of 2.85 for office personnel, and 2.85 for field personnel, and the direct hourly salary times the multiplier are not to exceed $159.00 per hour.

B. Fees Based on Lump Sums

The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon by the COUNTY and the SURVEYOR and stated in the written Notice to Proceed or Work Order. Lump sum fees may or may not include reimbursable expenses.

C. Overtime Work

Adjustments of compensation and time for completion of services thereunder, due to any major changes in the work, which might become necessary or be deemed desirable as the work progresses, shall be left to the absolute discretion of the Director, or designee. Should overtime work be necessary and when it is authorized in advance by the Director or his/her authorized designee, such work that is performed by the Land SURVEYOR's, principals, senior SURVEYOR, and project manager excluded, shall be compensated in accordance with the Land SURVEYOR's overtime rate policy, not to exceed time-and-a-half of the rates set forth in "Appendix A". Principal SURVEYORs of the firm shall not be compensated for overtime work.

D. Reimbursable Expenses

The SURVEYOR shall be compensated for certain work related expenditures not covered by fees for Land Surveying Services, provided such expenditures are previously authorized by the Director or his/her authorized designee. Reimbursable expenses may include:

1. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the County upon work completion, all of the above shall be reimbursed on a direct cost basis. Prior written approval from the COUNTY shall be obtained for the aforementioned reimbursable expenditures.

TOTAL COMPENSATION

The total compensation by the COUNTY to the SURVEYOR for services provided under the terms of this Agreement shall not exceed $ 555,555.55

Rates Adjustment

The COUNTY will adjust the rates of compensation by a 2(%) increase on the second year and 2(%) for the third year of continuous service under this Agreement

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provided, however, the increase for any three year period shall not exceed an aggregate total of ten percent.

SECTION VI - METHOD OF PAYMENT

The COUNTY shall make monthly fee payments to the SURVEYOR, computed in accordance with Section V, for all work performed during the previous calendar month. The SURVEYOR shall submit duly certified monthly invoices in triplicate to the Director or his/her authorized designee in the amount due for services performed to date and including any previously authorized reimbursable expenses incurred during the month.

SECTION VII - SUBCONTRACTING

The SURVEYOR shall not subcontract, assign or transfer any work under this Agreement without the written consent of the Director or his/her authorized designee. When applicable and upon receipt of such consent in writing, the SURVEYOR shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

SECTION VIII - EXTRA WORK

In the event extra work and/or expenses are necessary due to changes requested after the applicable portion of the work is approved by the COUNTY, such extra work shall be the subject of an additional Work Order.

SECTION IX - APPROVAL

The COUNTY agrees, within thirty days after deliver, to approve, reject, or return with indicated suggested revisions or recommendations, all field notes or other written communications submitted by the SURVEYOR to the COUNTY for approval. Such approval, revisions, or recommendations by the COUNTY shall not relieve the SURVEYOR of responsibility for the work.

SECTION X - RIGHT OF DECISIONS

All services shall be performed by the SURVEYOR to the satisfaction of the Director or his/her authorized designee, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder; and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions, and disputes shall be final, conclusive, and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable.

Adjustments of compensation and time for completion of services hereunder, because of any major changes in the work that might become necessary or be deemed desirable as the work progresses, shall be left to the absolute discretion of the Director or his/her authorized designee. In the event that the SURVEYOR does not concur with the decisions of the Director, the SURVEYOR shall present any such objections in writing to the County Manager. The Director and the SURVEYOR shall abide by the decisions of the County Manager. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction.

SECTION XI CORRECTIONS TO AGREEMENT DOCUMENTS

For any services provided under this agreement, the SURVEYOR shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the plans and Agreement Documents prepared by the SURVEYOR. Compliance with this Section shall not be construed to relieve the SURVEYOR from any liability resulting from any such errors, omissions, and/ or ambiguities in the plans and Agreement documents and other documents or Services related thereto.

The SURVEYOR must adhere to the approved work order, and all changes resulting from field or office errors and omissions will be catalogued by the Public Works Department and will be indicated on Performance Evaluations utilized by the COUNTY. In addition, the COUNTY may make claims for reimbursement from the SURVEYOR and its Insurance Company for the total cost incurred by the Department for such errors, omissions, and or ambiguities.

SECTION XII - OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the SURVEYOR for use and reproduction, shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the SURVEYOR at any time upon request by the COUNTY. However the reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the SURVEYOR shall not disclose, release, or make available any document to any third party without prior written approval from

the COUNTY.

SECTION XIII - REUSE OF DOCUMENTS

The SURVEYOR shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the SUVEYOR in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. Reuse of such data by the COUNTY for any purpose other than that for which prepared shall be at the COUNTY's sole risk. When each individual section of work requested pursuant to this Agreement is complete, all the above data shall be delivered to the Director.

The COUNTY shall have the right to modify the plans, or reports, or any components thereof without permission from the SURVEYOR or without any additional compensation to the SURVEYOR. The SURVEYOR shall be released from any liability resulting from such modification.

SECTION XIV - NOTICES

Any notices, reports or other written communications from the SURVEYOR to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the Director or his/her authorized designee. Any notices, reports or other communications from the COUNTY to the SURVEYOR shall be considered delivered when posted by certified mail to the SURVEYOR at the last address left on file with the COUNTY or delivered in person to said SURVEYOR or the SURVEYOR as authorized representative.

SECTION XV - AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the SURVEYOR related to this Agreement at any reasonable time and during normal business hours

during the performance of the work included herein and for a period of five (5) years after final payment under this Agreement. The SURVEYOR agrees to provide any records necessary to substantiate payment requests to the COUNTY, including audited financial statements. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the SURVEYOR, the SUVEYOR shall remit such payment to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

SECTION XVI - OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust Agreements. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this Agreement will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Agreement is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust

programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The SURVEYOR shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:

1. **If this Agreement is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and**
2. **the Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.**

The provisions in this section shall apply to the SURVEYOR, its officers, agents, employees, subcontractors and suppliers. The SURVEYOR shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the SURVEYOR in connection with the performance of this Agreement.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the SURVEYOR or third parties.

<u>Exception</u>: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance

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contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

SECTION XVII - SUBCONTRACTING

The SURVEYOR shall not subcontract, assign, or transfer any work under this Agreement without the written consent of the COUNTY. When applicable and upon receipt of such consent in writing, the SURVEYOR shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

SECTION XVIII - WARRANTY

The SURVEYOR warrants that no companies or persons, other than bona fide employees working solely for the SURVEYOR or the SURVEYOR's COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions,

percentage fees, gifts or any other considerations contingent upon or resulting from the award of making of this Agreement. The SURVEYOR also warrants that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the SURVEYOR or the SURVEYOR's COUNTY approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability.

SECTION XIX - TERMINATION OF AGREEMENT

It is expressly understood and agreed that the COUNTY may terminate this Agreement without penalty, by thirty (30) days prior written notification or by declining to issue Work Orders, as provided in Section I, in which event the County's sole obligation to the SURVEYOR shall be payment, in accordance with Section V - Compensation, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentage of work performed by the SURVEYOR up to the time of termination. In the event partial payment has been made for professional services not performed, the SURVEYOR shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the SURVEYOR, elect to employ other persons to perform the same or similar services.

SECTION XX - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three years

after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of the services described herein, whichever occurs first, unless terminated by mutual consent of the parties hereto or as otherwise provided in Section XVI, Section XVII, Section XIX and Section XXIV herein. However, performance of specifically and properly authorized services which extend beyond the Agreement's three-year effective term shall be compensated in accordance to Section V hereof.

Section XXI - DEFAULT

In the event the SURVEYOR fails to comply with the provisions of this Agreement, the COUNTY may declare the SURVEYOR in default by thirty days prior written notification. In such event, the SURVEYOR shall only be compensated for any completed professional services. In the event partial payment has been made for such professional services not completed, the SURVEYOR shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The SURVEYOR shall not be compensated on a percentage of the professional services which have been performed at the time the COUNTY declares a default. In the event the COUNTY prevails in litigation to enforce the provisions of this Agreement, the COUNTY shall be compensated by the SURVEYOR for reasonable attorney's fees and court costs.

SECTION XXII - INSURANCE AND INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to,

reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement, in accordance with Section 725.08 of the Florida Statutes.

Consultant expressly understands and agrees that any insurance protection required by this contract or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Owner or its officers, employees, agents, and instrumentalities as herein provided.

The Consultant agrees and recognizes that the Owner shall not be held liable or responsible for any claims which may result from any negligent reckless, or intentionally wrongful actions, errors or omissions of the Consultant in which the Owner participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Consultant, the Owner in no way assumes or shares any responsibility or liability of the Consultant or Sub-Consultants, the registered professionals (architects and/or Consultant) under this Agreement.

The Surveyor shall furnish to Miami-Dade Public Works Department located at 111 NW 1st Street Suite 1620, Miami Florida 33128, Attention: Luis F. Lacau, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Surveyor as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *$500,000 combined single limit per occurrence for bodily injury and property damage.

***<u>Under no circumstances</u> are these Surveyors permitted on the A.O.A. side without increasing automobile coverage to $5,000,000.**

D. Professional Liability Insurance in an amount of not less than $1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies authorized or approved to do Business

in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Surveyor of his liability and obligation under this section or under any other section of this agreement.

SECTION XXIII - ORDINANCES

The SURVEYOR agrees to abide by all Federal, State and Miami-Dade County Laws, Regulatory Orders, County Codes and Resolution which may have a bearing o the Services involved in this Project. The Public Works Department will assist the SURVEYOR in obtaining copies of the Miami Dade County Codes, Regulatory Orders and Resolutions, including but not necessary limited to: Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended; Ordinance No. 77-13 (Financial Disclosures) as amended; Ordinance No. 91-142 (Family Leave), as

amended by Ordinance No. 92-91; Ordinance No. 92-15 (Drug-Free Workplace); Ordinance No. 93-137 (Penalties and Debarment of Contractors Attempting to Meet Contractual Obligations with the COUNTY Through Fraud, Misrepresentation or Material Misstatement); and Ordinance No. 93-136 (Debarment, Exclusion From County Contracting, Subcontracting, and BBE Certification for individuals and Entities Who Aid or Abet Attempts to Comply with the Black Business Enterprise Program Through Fraud, Misrepresentation or Material Misstatement); Ordinance No. 90-133 (Ownership and Employee Wages and Benefits Disclosure); and Ordinance No. 90-143 (Fair Wage), which are incorporated herein by reference, as if fully set forth herein, in connection with the SURVEYOR his obligations hereunder. The SURVEYOR shall comply with the financial disclosure requirements of Ordinance No. 77-13 , as amended by having on file or filing within thirty days of the execution of this Agreement, one of the following with the Miami-Dade County Elections Department, P.O. Box 0521550, Miami, Florida 33152:

A. A source of income statement

B. A current certified financial statement

C. A copy of the SURVEYOR's current Federal Income Tax Return

The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami Dade County, Florida.

SECTION XXIV - AFFIRMATIVE ACTION

The SURVEYOR's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by the Office of Capital Improvements and any approved update

thereof are hereby incorporated as contractual obligations of the SURVEYOR to Miami-Dade County hereunder. The SURVEYOR shall undertake and perform the affirmative actions specified herein. The Director may declare the SURVEYOR in default of this Agreement for failure of the SURVEYOR to comply with the requirements of this paragraph.

SECTION XXV - DISABILITY NONDISCRIMINATION

The SURVEYOR's attention is directed to County Resolution No. R-385-95. Pursuant to this resolution, the SURVEYOR is required to submit the Disability Nondiscrimination Affidavit attesting that the SURVEYOR complies with the requirements of the Americans with Disabilities Act (ADA) of 1990 and other laws prohibiting discrimination on the basis of disability. The Director may declare the SURVEYOR in default of this Agreement should a post contract violation of any of the acts occur.

SECTION XXVI - UTILIZATION REPORT (UR)

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE) A&E Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 AND 3-28 And Establishing Administrative Order 3-39 Standard Process For Construction Of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the Consultant is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. URs are required to accompany

every invoice. The UR should indicate the amount of contract monies received and paid as a Consultant, including payments to Sub-consultant(s) (if applicable). The UR format is attached hereto as Attachment "A".

SECTION XXVII - PROMPT PAYMENT OF SMALL BUSINESS SUBCONSULTANTS

The SURVEYOR's attention is directed to Miami-Dade County Ordinance No.94-40, providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the prime contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract and debarment procedures of the County.

SECTION XXVIII – PERFORMANCE EVALUATIONS

Performance evaluations of the services rendered under this Agreement shall be performed by the user Departments and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

SECTION XXIX - ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the

parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof, that are not merged herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Board of County Commissioners.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this ____ day of _____, 2010.

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

By: _____

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Mayor Carlos Alvarez

ATTEST:

By: _____
(CORPORATE SEAL)

By: _____

By: _____

By: _____

Witness

Witness

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Appendix "A" (1)

I Fee Schedule Category 15.01

	General Land and Engineering Surveying (Non Airport)		
1.	**Survey Crew (Party of Four)**	$ 1422.00	**per 8-hour day in job site**
2.	**Survey Crew (Party of Three)**	$ 1183.00	**per 8-hour day in job site**
3.	**Survey Crew (Party of Two)**	$ 944.00	**per 8-hour day in job site**
4.	**Draftsperson**	$ 80.00	**per hour**
5.	**Surveyor -Computer**	$ 90.00	**per hour**
6.	**Principal-Surveyor**	$ 159.00	**per hour**
	Global Positioning Surveying (GPS) (Non Airport)		
1.	**Survey Crew (Party of Four)**	$ 1740.00	**per 8-hour day in job site**
2.	**Survey Crew (Party of Three)**	$ 1501.00	**per 8-hour day in job site**
3.	**Survey Crew (Party of Two)**	$ 1369.00	**per 8-hour day in job site**
	General Land and Engineering Surveying (Airport)		
1.	**Survey Crew (Party of Four)**	$ 1635.30	**per 8-hour day in job site**
2.	**Survey Crew (Party of Three)**	$ 1360.45	**per 8-hour day in job site**
3.	**Survey Crew (Party of Two)**	$ 1085.60	**per 8-hour day in job site**
	Global Positioning Surveying (GPS) (Airport)		

1.	**Survey Crew (Party of Four)**	$2001.00	**per 8-hour day in job site**
2.	**Survey Crew (Party of Three)**	$ 1726.15	**per 8-hour day in job site**
3.	**Survey Crew (Party of Two)**	$ 1574.35	**per 8-hour day in job site**
For Survey Crews, a minimum of four hours shall be paid in cases of cancellation due to inclement weather or other reasons after the crew has reported to the site.			

Appendix "A" (2)

II. Fee Schedule Category 15.02

Flying Hours from Take off to Landing (Hourly Rate)	**$636.54**

Black and White, natural color, color infrared aerial film processing, annotating, including one (1) contact print per exposure

	Black and White/	Color/	Color (Infrared)/
0 to 50 Exposures	11.73	20.97	22.22
51- 70 Exposures	11.28	19.78	21.33
71- 100 Exposures	10.63	18.28	19.45
101 to 125 Exposures	9.99	16.78	17.59
126 to 150 Exposures	9.31	15.33	16.72
151 to 200 Exposures	8.87	14.23	15.65
201 up to full roll(250' roll)	8.65	N/A	15.44

Additional paper contact prints, as required:

	Black and White	Color	Color Infrared
Contact Prints 1 (One)	15.27	21.22	21.75
Contact Prints 2 (Two) or more	6.72	10.34	9.76

Photo Indexes, if required, will be assembled, photo copied and reduced to one half the original negative, plus one (1) print (printed on 20"x24" photographic paper) shall be furnished per required Index.

Index Print and Negative (Per Index)	371.32
Additional Prints of Index (Per Index)	118.82
Black and White Diapositive (Each)	13.79
Color Diapositive (Each)	21.22

Schedule of Unit Price Fees for Aerial Photographic Imagery:

Film Positive Enlargement without Border (24"x24") each	259.92
Film Positive Enlargement without Border (24"x36") each	281.14

Film Positive Enlargement without Border (36"x36") each	291.75
Photo Enlargement, FDOT Standard Plan-Profile, Full Plan-Profile Full plan, R/W, drainage, Key Sheet Format/ each	328.88
Photo Enlargement in Dual Strip, FDOT sheet format/ each	434.97
Duplicate Enlargement (made at time original was processed)/ each	175.05
Photo Enlargement on Paper without Border (24"x24")/ each	229.79
Photo Enlargement on Paper without Border (24"x36")/ each	228.09
Photo Enlargement on Paper without Border (36"x36")/ each	234.46

	Unmounted	Mounted
Color Photo Enlargement on Paper (20 x24")/ each	318.27	434.97
Color Photo Enlargement on Paper On Paper (24"x24")/ each	419.06	583.50
Color Photo Enlargement on Paper (36"x36") /each	604.71	838.11
Color Photo Enlargement on Paper (36"x 48")/ each	742.63	1060.90
Color Photo Enlargement on Paper (36"x60")/ each	774.46	1082.12
Color Photo Enlargement on Paper (36"x96")/ each	1517.09	2164.24

Schedule of Unit Price Fees for Photogrammetric Services:

Digitizing Planimetric Details (CADD Topo Files)

Dense Urban Topo Features:

50 feet right and left of Centerline (100' width)/ per mile	1763.30
100 feet right and left of Centerline (200' width)/ per mile	2724.39
150 feet right and left of Centerline (300' width)/ per mile	3525.37
200 feet right and left of Centerline (400' width)/ per mile	3877.59
250 feet right and left of Centerline (500' width)/ per mile	4645.68
300 feet right and left of Centerline (600' width)/ per mile	5641.81
Area Digitized Planimetric Details/ per Acre	86.99

Moderate Urban Topo Features:	
50 feet right and left of Centerline (100' width)/ per mile	1425.85
100 feet right and left of Centerline (200' width)/ per mile	2043.72
150 feet right and left of Centerline (300' width)/ per mile	2875.04
200 feet right and left of Centerline (400' width)/ per mile	3124.35
250 feet right and left of Centerline (500' width)/ per mile	3844.70
300 feet right and left of Centerline (600' width)/ per mile	4445.17
Area Digitized Planimetric Details/ per Acre	70.02
Suburban Topo Features	
50 feet right and left of Centerline (100' width)/ per mile	1038.62
100 feet right and left of Centerline (200' width)/ per mile	1657.13
150 feet right and left of Centerline (300' width)/ per mile	2350.95
200 feet right and left of Centerline (400' width)/ per mile	2669.22
250 feet right and left of Centerline (500' width)/ per mile	3245.29
300 feet right and left of Centerline (600' width)/ per mile	3604.94
Area Digitized Planimetric Details/ per Acre	58.35
Rural Topo Features:	
50 feet right and left of Centerline (100' width)/ per mile	865.69
100 feet right and left of Centerline (200' width)/ per mile	1496.93
150 feet right and left of Centerline (300' width)/ per mile	2192.88
200 feet right and left of Centerline (400' width)/ per mile	2523.88

250 feet right and left of Centerline (500' width)/ per mile	3061.76
300 feet right and left of Centerline (600' width)/ per mile	3365.17
Area Digitized Planimetric Details/ per Acre	47.74

Read and Compile/Cross Section Terrain Data

Per mile of Cross Sections Urban Topographic Area (Cross Section)	**50 Ft Interval**	**100 Ft Interval**
50 feet right and left of Centerline (100' width)/ Per mile 14 each	1739.88	875.24
100 feet right and left of Centerline (200' width)/ Per mi le 16 each	1983.88	997.25
150 feet right and left of Centerline (300' width)/ Per mile 20 each	2471.90	1241.25
200 feet right and left of Centerline (400' width)/ Per mile 22 each	2715.90	1363.26
250 feet right and left of Centerline (500' width)/ Per mile 24 each	2965.16	1495.87
300 feet right and left of Centerline (600' width)/ Per mile 28 each	3469.14	1736.69

Per mile of Cross Sections50 Ft Interval100 Ft Interval Rural Topographic Area (Cross Section)

50 feet right and left of Centerline (100' width)/ Per mile14 h	1246.56	663.06
100 feet right and left of Centerline (200' width)/ Per mile 16	1734.57	901.77
150 feet right and left of Centerline (300' width)/ Per mile 20	1983.88	1029.07
200 feet right and left of Centerline (400' width)/ Per mile 22	2227.89	1166.99
250 feet right and left of Centerline (500' width)/ Per mile 24	2652.25	1357.95
300 feet right and left of Centerline (600' width)/ Per mile.28 each.	2917.48	1485.26
Unit price for special half section shall be 59% of the applicable full width special cross section each		

Aerial Photography Scanning

	Black/White
Aerial photography scanning, computer rectification and geocoding. Image area up to 24"x36". Rectified and referenced aerial image (TIFF) file. / Per	360.71

Image	
Merging Vector (DGN files) with rectified digital aerial imagery. Output: single raster (TIFF) file/ Per File	286.44
Mosaic digital aerial images into one continuous (TIFF) file. Per Sheet	
Raster (image) plot file/ per file	86.99
Compact Disc 650 MB cartridge/ per cd	74.26
	Color
Aerial photography scanning, computer rectification and geocoding. Image area up to 24"x36". Rectified and referenced aerial image (TIFF) file. / Per Image	432.85
Merging Vector (DGN files) with rectified digital aerial imagery. Output: single raster (TIFF) file/ Per File	343.73
Mosaic digital aerial images into one continuous (TIFF) file. Per Sheet	
Raster (image) plot file/ per file	103.97
Compact Disc 650 MB cartridge/ per cd	74.26
Miscellaneous Items:	
Aerial analytical triangulation/ Per Exposure	**90.18**
Intermediate delivery of digital Planimetric mapping in final Intergraph IGDS format: includes data translation, formatting to 9 track magnetic tape and shipping charges to customer office / Per delivery	**137.92**
CAD services to add field gathered data such as building type, curb type, etc. to the photogrammetric digital files. / Per hour	**82.75**

Exhibit "A" (3)

Category 15.03 Underground Services

USL	Designating Services		GPR		Vac Truck (Test Holes) **	
1 man crew	2 men crew	3 men crew	2 men crew	3 men crew	2 men crew	3 men crew
$105.00	$180.00	$225.00	$210.00	$255.00	$260.00	$305.00

Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Department of Procurement Management
Vendor Assistance Unit
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773 Fax No: 305-375-5409
www.miamidade.gov/dpm

Complete the Vendor Affidavits Form to update affidavits previously submitted with the Vendor Registration Package. It is the vendor's responsibility, to keep all affidavit information current, complete and accurate, by submitting any modifications to the Department of Procurement Management, Vendor Assistance Unit.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN or if none, the owner's Social Security Number. This number becomes your ***"County Vendor Number".***

Please enter your Federal Employee Identification Number (FEIN) ***or*** *your Social Security Number (SSN).*

☐ **F.E.I.N.** _____

☐ **S.S.N.** _____

_____
Name of Entity, Individual (s), Partners, or Corporation

_____
Doing Business As (If same as above, leave blank)

_____
Street Address (Post Office addresses are not acceptable)

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the Miami-Dade County Code)

a. Firms registered to do business with Miami-Dade County must fully disclose their legal name, physical address and ownership. Publicly traded Corporations are exempt from this requirement, but must indicate by letter that it is a Publicly Traded Corporation and include the name of the stock exchange market and symbol where registered.

If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. (Post Office addresses are not acceptable). *(Duplicate page if needed for additional names).*

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP

b. Provide the full legal names and business addresses of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami Dade County (Post Office addresses are not acceptable). ***If "None", please indicate in space below:***

FULL LEGAL NAME	TITLE	ADDRESS	% OF OWNERSHIP

2. *MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT*

(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No _____
2. Does your firm provide paid health care benefits for its employees? Yes _____ No _____

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White		Black		Hispanic		Other	
Males	_____	Males	_____	Males	_____	Males	_____
Females	_____	Females	_____	Females	_____	Females	_____

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. ☐

3. *MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION*

(Section 2-8.1.2(b) of the Miami- Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. ☐

4. *MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT*

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended, 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance ☐

5. *MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT*

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. ☐

6. *MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT*

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

I further affirm that this firm complies with Section 2-8.1, which requires that no individual or entity that is in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. ☐

7. *MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT*

(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum; require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance ☐

8. *MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT*

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter II of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. ☐

9. *MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT*

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. ☐

10. ***MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT***
(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

My initials acknowledge that I have read the aforementioned requirements and the entity is in compliance. ☐

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in the Miami-Dade County Vendor Affidavits 1 – 10, pages 5 through 8 of this Vendor Registration Package.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Assistance Unit, immediately if any of the statements attested hereto are no longer valid.

(Signature of Affiant) (Date)

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public – State of: _____ *State* _____ *County of*

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ *day of* _____ *20* _____.

by _____ *He or she is personally known to me* ☐ *Or has produced identification* ☐

Type of Identification Produced _____

Signature of Notary Public *(Serial Number)*

Print or Stamp of Notary Public *Expiration Date* *Notary Public Seal*

ARCHITECTURE & ENGINEERING UTILIZATION REPORT - FINAL ONLY

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PART 2 This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

SUBCONSULTANTS

NAME OF SUBCONSULTANT / AUTHORIZED SIGNATURE OF SUBCONSULTANT	TOTAL AGREEMENT AMOUNT	FINAL SUB REQUISITION AMOUNT	TOTAL PAID TO DATE TO SUBCONSULTANT	TOTAL SUB REQUISITIONED TO DATE	PROMPT PAYMENT ISSUES (Y/N)	DATE OF WORK COMPLETION	GOAL (%) IF APPLICABLE

PART 3 This part is to be executed by the Prime Consultant and forwarded to the User Department.

SIGNATURE OF AFFIANT (PRIME CONSULTANT) _____ TITLE _____

Sworn before me:

This _____ day of _____ , 2002

PRINTED NAME OF AFFIANT _____ DATE _____ NOTARY PUBLIC _____

COUNTY USE This part is to be completed by the User Department at the time of Final Requisition to DBD.

AUTHORIZED SIGNATURE OF PROJ MGR/CONTACT PERSON _____ PRINT NAME _____ DATE _____

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

☐ MONTHLY REPORT (PARTS 1A & 1B) ☐ FINAL REPORT (PARTS 1A, 2 & 3) ☐ **CBE MEASURE**

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

PARTS 1A & 1B **This part is to be completed by the Prime Consultant and forwarded to the User Department**

This report is required by Miami Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC. Pursuant to Florida Statues (F.S.) 837.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

A	REPORTING PERIOD		CONTRACT NAME		CONTRACT NO.	
	FROM:		PROJECT LOCATION		START DATE	
	TO:		USER DEPARTMENT			
	CBE MEASURE:		DEPT. PROJ. MGR/CONTACT PERSON		PHONE		FACSIMILE	

PRIME CONSULTANT		CONTRACT AWARD		CHANGE ORDER MODIFICATION AMOUNT	ADDITIONAL SERVICES AMOUNT
		DATE	AGREEMENT AMOUNT		
NAME OF FIRM					
ADDRESS			SCHEDULED COMPLETION DATE		PERCENTAGE OF CONTRACT COMPLETED
TELEPHONE		FACSIMILE	EMAIL	PROJECT MANAGER (PRIME CONTR.)	

AMOUNT REQUISITIONED THIS PERIOD	$	DATE REQUISITIONED		DID LAST PMT EQUAL REQUISITION AMOUNT?	YES ☐
TOTAL AMOUNT REQUISITIONED TO DATE	$				NO ☐
LAST PAYMENT BY MIAMI DADE COUNTY (MDC)	$	DATE OF LAST PMT BY MDC		IF NO PLEASE EXPLAIN	
TOTAL AMOUNT PAID BY MDC	$	WAS LAST PMT WITHIN 14 DAYS OF PRIME REQUISITION?	YES ☐ NO ☐		

B SUBCONSULTANTS' DATA

NAME OF SUBCONSULTANT	GOAL % (IF APPLICABLE)	DESCRIPTION OF WORK	SIGNED AGREEMENT ✓	AGREEMENT AMOUNT	AMOUNT SUB REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMT REQUISITIONED TO DATE	LAST PAYMENT AMT	LAST PAYMENT DATE	Was last pmt. Within 2 days of MDC payment to Prime? Y/N	AMT PAID TO DATE

AUTHORIZED SIGNATURE OF PRIME CONSULTANT | PRINT NAME | TITLE | DATE

MIAMI-DADE COUNTY
PUBLIC WORKS DEPARTMENT
Project Evaluation

Consultant Name :		**Date:**	
Contract Name	**General Land and Engineering Surveying Services**	**Work Order No.**	
Amount of Work Order:		**PWD Assignment #:**	
User Department:			
User Dept. Project Manager:		**Phone Number:**	
Project Description:			

	Rating							
	4	**3**	**2**	**1**	**N/A**			
1						**Adherence to schedule- Minimizing delay to project.**		
2						**Cost effectiveness- Compliance with proposal cost**		
3						**Adherence to scope of work**		
4						**Cooperation- Team Work & relationship with owner**		
5						**Technical Skills- field work accuracy and procedures**		
6						**Submittals- On time, drawings show all information requested**		
7						**Responsiveness- Timely response to revisions and comments**		
8						**Personnel- Quality and dedication of project staff**		
9						**Quality- Work performed correctly the first time**		

Overall performance average:		**Raters Name:**	
		Raters Signature	

Documentation that supports this evaluation and Consultant comments can be obtained by contacting:

Name:		**Phone No.:**	
Evaluation Reviewed by:		**Reviewers Signature:**	

Supervisor		**Division Chief**		**Assistant Director**		**Director**	

Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with No change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action Needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information