Memorandum

MIAMI-DADE COUNTY

Date: June 7, 2016

Agenda Item No. 8(N)(2)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Contract Award Recommendation between T.Y. Lin International, Inc. and Miami-Dade County in the amount not to exceed $1,650,000 for the Project Entitled Florida Department of Transportation Local Agency Program Compliance Services for the Department of Transportation and Public Works Project Numbers 20120004 and 20130202 along NW 74 Street, Located within Commission District 12; and Authorizing the use of Charter County Transportation Surtax Funds for such purposes

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Recommendation

This recommendation for Award for Professional Services Agreement (PSA) Contract No. 20140159 has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval.

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. No additional delegation of authority is being requested within the body of this contract.

This item is placed for Committee review pursuant to Miami-Dade County Code Section 29-124(f). This item may only be considered by the Board of County Commissioners (Board) if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this contract award recommendation. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the filing of this award recommendation, I will request a withdrawal of this item.

Scope

PROJECT NAME: Florida Department of Transportation (FDOT) Local Agency Program (LAP) Compliance Services for DTPW Project Numbers 20120004 and 20130202 along NW 74 Street

PROJECT NO: E15-PWWM-03

CONTRACT NO: 20140159

PROJECT DESCRIPTION: Consultant Services include, but are not limited to:

- Assisting the DTPW's Engineer at the Pre-construction conference;

- Ensuring that the Contractor for each PROJECT meets all Contractor Quality Assurance and Control requirements of the Contract Documents including the Contractor's Quality Control Plan (CQCP) and personnel qualification requirements of Article 105 of the FDOT Standard Specifications for Road and Bridge Construction;

- Participating in weekly progress meetings with County and FDOT representatives and the Contractors;

- Providing services that comply with FDOT manuals, procedures, and memoranda in effect as of the date of execution of the Agreement unless otherwise directed in writing. Such FDOT manuals, procedures, and memorandums are found at the FDOT State Construction Office's website;

- Verifying that the contractor is in compliance with the requirements of the FDOT Laboratory Information Management System (LIMS), confirming that the materials, samples and records are accurate;

- Monitoring the Contractor's and Subcontractor's performance for compliance with all requirements of the Equal Employment Opportunity (EEO), Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes; and

- Meeting with FDOT designee in order to respond to construction and post construction audits.

PROJECT LOCATION:	1) NW 74 Street from NW 114 Avenue to NW 107 Avenue 2) NW 74 Street from NW 87 Avenue to SR-826
PRIMARY COMMISSION DISTRICT:	District 12: José "Pepe" Diaz
APPROVAL PATH:	Board of County Commissioners (Board)
USING DEPARTMENT:	DTPW
MANAGING DEPARTMENT:	DTPW

Fiscal Impact/Funding Source

The total fiscal impact will be approximately $1,650,000.00. The work is to be fronted by the People's Transportation Plan (PTP) funds and is to be reimbursed by FDOT up to the limits established in Local Agency Program (LAP) Agreements:

1) PROJECT 20120004 is being funded by Charter County Transportation Sales System Bond Sale Proceeds and is to be reimbursed by FDOT. LAP Agreement, ARB76, between Miami-Dade County and FDOT was approved under Board Resolution No. R-792-12. A construction contract was awarded on December 2, 2014 to Construct Group Corp. for a total of $6,649,073.20 under Board Resolution No. R-1053-14. The funding index code for this Project is CPEPTP71274S.

2) PROJECT 20130202 is being funded by Charter County Transportation Sales System Bond Sale Proceeds and is to be reimbursed by FDOT. LAP Agreement, ARC43, between Miami-Dade County and FDOT was approved under Board Resolution No. R-873-13. A construction contract was awarded on February 3, 2015 to JVA Engineering Contractor, Inc. for a total of $7,190,569.64 under Board Resolution No. R-106-15. The funding index code for this Project is CPEPTP71274S.

FUNDING SOURCES:	SOURCES	PROJECT NO.	AMOUNT
	PTP	20140159	$1,650,000.00
OPERATIONS/ MAINTENANCE COST IMPACT / FUNDING:	N/A		
LIFE EXPECTANCY OF ASSET:	N/A		
PTP FUNDING:	Yes		
GOB FUNDING:	No		
ARRA FUNDING:	No		

CAPITAL BUDGET PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	AMOUNT
	1) 6036590- WIDEN NW 74 STREET FROM THE HOMESTEAD EXTENSION OF THE FLORIDA EXTENSION OF THE FLORIDA TURNPIKE (HEFT) TO STATE ROAD 826 Book Page: 97; Funding Year: Adopted Capital Budget Book for FY 2015-16, from prior years' funds through FY 2016-17 funds.	$792,000.00

2)	6036590- WIDEN NW 74 STREET FROM THE HEFT TO STATE ROAD 826 Book Page: 97; Funding Year: Adopted Capital Budget Book for FY 2015-16, from prior years' funds through FY 2016-17 funds.	$858,000.00
	CAPITAL BUDGET PROJECTS TOTAL:	$1,650,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT

SUSTAINABLE BUILDINGS ORDINANCE: (I.O. NO. 8-8) Did the Notice to Professional Consultants contain specific language requiring compliance with the Sustainable Buildings Program? N/A

PROPOSALS RECEIVED: Five (5) Proposals

CONTRACT PERIOD: 570 Days – Excludes Warranty Administration Period

IG FEE INCLUDED IN BASE CONTRACT: No

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $1,650,000.00- This base estimate was based on FDOT LAP Compliance Services only and does not include professional services for land surveying or aerial photogrammetry. The services for these projects will be provided through the DTPW's pool contracts.

BASE CONTRACT AMOUNT: See PSA Appendix A

CONTINGENCY ALLOWANCE: (SECTION 2-8.1 MIAMI-DADE COUNTY CODE)	TYPE	PERCENT	AMOUNT	COMMENT
	$0.00			

TOTAL DEDICATED ALLOWANCE: $0.00

TOTAL AMOUNT: See PSA Appendix A

Track Record/Monitor
SBD HISTORY OF VIOLATIONS: None.
Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine responsibility, including verifying corporate status and performance and compliance data. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Consultant responsibility. This information is being provided pursuant to Resolution R-187-12.

EXPLANATION: On May 12, 2015, a Notice to Professional Consultants (NTPC) was issued under a full and open competition. A project briefing meeting was conducted on June 1, 2015, that was open to all interested parties. On June 19, 2015, five (5) proposals were received.

At the First Tier meeting held on September 10, 2015, the Competitive Selection Committee (CSC) reviewed the five (5) proposals. At this meeting, based on the CSC's professional experience and by a majority vote, the CSC invited all five (5) respondents to advance to the Second Tier. Additional information was requested by the CSC from all five (5) respondents. Three (3) of the respondents submitted the requested additional information on or before the October 9, 2015 deadline. Two (2) of the teams, CIMA Engineering Corp. and A2 Group, Inc., did not respond by the deadline and were therefore not further considered for this solicitation. The three (3) responsive teams were evaluated at the Second Tier Meeting, which was held on October 29, 2015. At this meeting, it was determined that T. Y. Lin International, Inc. met the minimum qualifications and demonstrated its relevant experience as required by the NTPC. The CSC evaluated and ranked the firm first, and decided by unanimous vote to recommend the selection of T. Y. Lin International, Inc. to the Mayor for approval to negotiate a contract. The negotiation with the firm occurred on January 13, 2016.

SUBMITTAL DATE: June 19, 2015

ESTIMATED NOTICE TO PROCEED: April 18, 2016

PRIME CONSULTANT: T. Y. Lin International, Inc.

COMPANY PRINCIPALS: Mariano O. Valle, P.E.

COMPANY QUALIFIER:	Francisco Alonso
COMPANY EMAIL ADDRESS:	francisco.alonso@tylin.com
COMPANY STREET ADDRESS:	201 Alhambra Circle, Suite 900
COMPANY CITY-STATE-ZIP:	Coral Gables, Florida 33134
YEARS IN BUSINESS:	61 years
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	According to the Firm History Report provided by the Internal Services Department, Division of Small Business Development, at the time the initial award recommendation was made, T.Y. Lin International, Inc. had not been awarded a contract with Miami-Dade County within the last five (5) years. Subsequently, T.Y. Lin International, Inc. has been awarded one (1) contract with Miami-Dade County with a dollar value of $2,200,000.00.
SUB-CONSULTANTS:	Pinnacle Consulting Enterprises, Inc., Avino & Associates, Inc., NV5, Inc. DBA Kaco, Nifah & Partners Consulting Engineers, Inc., and More Compliance Results, Inc.
MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:	No
REVIEW COMMITTEE:	N/A
APPLICABLE WAGES (RESOLUTION NO. R-54-10):	No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	COMMENT
DBE	9.91%	

	CWP	Not Applicable

MANDATORY CLEARING HOUSE:	No	
CONTRACT MANAGER:	Alejandro Martinez-Esteve, RA, LEED AP AlexM@miamidade.gov	(305) 375-2097
PROJECT MANAGER:	Bassam Moubayed MoubaB@miamidade.gov	(305) 375-2116

BACKGROUND: Under the conditions of the LAP Agreements, Miami-Dade County is required to hire an independent consultant to verify FDOT LAP compliance for the work to be performed at the locations listed above.

Attachments

DEPARTMENT FINANCE: Duane Nathan for RV — 2/25/16
DTPW FINANCE OFFICER — **DATE**

INDEX CODES: 1) Project No. 20120004: CPEPTP71274S
2) Project No. 20130202: CPEPTP71274S

BUDGET APPROVAL FUNDS AVAILABLE: — **OMB DIRECTOR** — 3/8/16 **DATE**

APPROVED AS TO LEGAL SUFFICIENCY: Bruce Libhaber — **COUNTY ATTORNEY** — 3/9/16 **DATE**

APPROVED FOR EXECUTION: — **CARLOS A. GIMENEZ MAYOR** — 3/15/16 **DATE**

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(2)

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
_____	Statement of social equity required
_____	Ordinance creating a new board requires detailed County Mayor'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(N)(2)
6-7-16

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT NOT TO EXCEED $1,650,000.00 TO T. Y. LIN INTERNATIONAL, INC. FOR FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM COMPLIANCE SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS PROJECT NUMBERS 20120004 AND 20130202 ALONG NW 74 STREET, CONTRACT NUMBER 20140159; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES

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 award of a non-exclusive Professional Services Agreement in a amount not to exceed $1,650,000.00 to T. Y. Lin International, Inc. for Florida Department of Transportation Local Agency Program Compliance Services for the Department of Transportation and Public Works (DTPW) Project Numbers 20120004 and 20130202 along NW 74 Street (Contract No. 20140159); authorizes the County Mayor or County Mayor's designee to execute the agreement in substantially the form attached hereto; and authorizes the use of Charter County Transportation Surtax funds for such purposes.

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

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of June, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

PUBLIC WORKS AND WASTE MANAGEMENT
FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM COMPLIANCE SERVICES FOR
PWWM PROJECT NUMBERS 20120004 AND 20130202 ALONG NW 74 ST
ISD PROJECT NO. E15-PWWM-03

THIS NON-EXCLUSIVE AGREEMENT, [the "Agreement"] by and between Miami-Dade County, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "COUNTY",] and the T.Y. Lin International, Inc., a Florida Corporation, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with Master Consultant.

SECTION I - COUNTY OBLIGATIONS

Public Works and Waste Management [hereinafter sometimes referred to as "PWWM"] shall furnish to the CONSULTANT any plans and other data available in the Miami-Dade County records 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 CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

PWWM shall issue written authorization to proceed to the CONSULTANT for each section of the work to be performed hereunder. In case of emergency, the COUNTY reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

The CONSULTANT shall submit a proposal upon PWWM's request prior to the issuance of a Notice to Proceed. No payment shall be made for the CONSULTANT'S time or services in connection with the preparation of any such proposal.

PWWM shall confer with the CONSULTANT before any Notice to Proceed 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 authorization to proceed from PWWM, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Notice to Proceed. Said services may include, but shall not necessarily be limited to:

Provide Florida Department of Transportation (FDOT) Local Agency Program (LAP) Compliance Services required for the Construction of the following two (2) PWWM Projects (PROJECTS):

1) Project No. 20120004: People's Transportation Plan (PTP) Roadway Improvements along NW 74 Street from NW 114 Avenue to NW 107 Avenue, FM 414731-3

2) Project No. 20130202: PTP Roadway Improvements for NW 74 Street from NW 87 Avenue to SR-826, FM 414731-5

The selected Consultant will provide services in accordance with FDOT Section 4.1.4 of the Construction Project Administration Manual (CPAM), Miami-Dade County Public Works Manual, services defined under this scope, and the requirements of the PROJECT's construction documents. FDOT information can be found at the following sites:

http://www.dot.state.fl.us/construction/DesignBuild/ConsultantCEI/ConsultantMain.shtm

http://www.dot.state.fl.us/construction/manuals/cpam/CPAMManual.shtm

Consultants will not be considered for award of this PSA if they have performed any design or construction services for any of the PROJECTS listed above. In addition, the selected consultant will not be eligible for award of any future design or construction services related to any of the PROJECTS listed above.

The selected Consultant will report directly to the PWWM's Engineer.

Consultant Services include, but are not limited to:

- Assisting PWWM's Engineer at the pre-construction conference;
- Ensuring that the Contractor for each PROJECT meets all Contractor Quality Assurance and Control requirements of the Contract Documents including the Contractor's Quality Control Plan (CQCP) and personnel qualification requirements of Article 105 of the FDOT Standard Specifications for Road and Bridge Construction;
- Participating in weekly progress meetings with County and FDOT representatives and Contractors;
- Providing services that comply with FDOT manuals, procedures, and memoranda in effect as of the date of execution of the Agreement unless otherwise directed in writing. Such FDOT manuals, procedures, and memoranda are found at the FDOT State Construction Office's website;
- Verifying that the Contractor is in compliance with the requirements of the FDOT Laboratory Information Management System (LIMS), confirming the materials, samples, and records are accurate;
- Monitoring the Contractor's and Subcontractor's performance for compliance with all requirements of the Equal Employment Opportunity (EEO), Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the Federal Highway Administration (FHWA) 1273, Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes; and
- Meeting with FDOT designee in order to respond to construction and post construction audits.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

A. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable Notice to Proceed.

B. Comply with all federal, state and local laws or ordinances applicable to the work.

C. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

D. Report the status of the work to PWWM upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of PWWM or their authorized agent at any time.

E. 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 Notice to Proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.

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

G. Prior to final approval of the work by PWWM, complete a preliminary check of any construction documents through any county, city, state, or federal agency from which a permit or other approval is required.

SECTION III - TIME FOR COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Notice to Proceed from PWWM subsequent to the execution of this Agreement, and shall be completed within the time stated in the Notice to Proceed.

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 CONSULTANT's duties impossible. Such extensions of time shall not be cause for any claim by the CONSULTANT for extra compensation and the rates described in Appendix A shall continue to apply.

SECTION IV - FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightening, 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 rights 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 noted above) or the acts or omissions

of subconsultants/subcontractors, third-party consultants/contractor, 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 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 non-performance 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 CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

A. Lump Sum Fee

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 CONSULTANT and stated in the written Notice to Proceed. Lump sum fees may or may not include reimbursable expenses.

B. Reimbursable Expenses

The CONSULTANT shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by PWWM. 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. These expenses shall be reimbursed on a direct cost basis.

2. Expenses for travel, transportation and subsistence outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

C. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

1. The fee for engineering services rendered by the CONSULTANT's personnel shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times a negotiated multiplier, as shown in Appendix A attached.

This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

2. The CONSULTANT shall be compensated at the flat rate shown in Appendix A for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principals:

   Mariano O. Valle, PE

3. Overtime work considered necessary and expressly authorized by PWWM in advance shall be compensated at time-and-a-half of the rate established by Subsection V-C (1) hereof.

SECTION VI - ADDITIONAL SERVICES

In the event that a contingency necessitates the performance of additional services by the CONSULTANT after the Agreement has been encumbered, PWWM shall have the right to authorize performance of additional services from a contingency of ten percent (10%) of the Agreement's compensation.

SECTION VII - METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

A. Estimated Professional Fees and/or Reimbursable Expenses

1. The CONSULTANT shall submit duly certified invoices in triplicate to PWWM. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed and/or expenses incurred.

2. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections V-B and V-C hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

B. Lump Sum Fee

1. The CONSULTANT shall submit duly certified invoices in triplicate to PWWM. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed.

2. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

SECTION VIII - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall precede and in what order. Written Notices to Proceed issued by PWWM shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each unit or section of work.

SECTION IX - RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to the satisfaction of PWWM 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. PWWM'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. In the event the CONSULTANT does not concur with the decisions of PWWM, the CONSULTANT shall present any such objections in writing to the County Mayor. The County Mayor or the County Mayor's Designee and the CONSULTANT shall abide by the decisions of the County Mayor. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

SECTION X - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps contract documents, and/or other data developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the CONSULTANT at any time upon request by the COUNTY. 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 completed, all of the above data shall be delivered to PWWM.

SECTION XI - REUSE OF DOCUMENTS

The CONSULTANT may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. PWWM shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable work.

SECTION XII - NOTICES

Any notices, reports or other written communications from the CONSULTANTS shall be considered delivered when posted by certified mail or delivered in person to PWWM. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative.

SECTION XIII - ABANDONMENT

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects of parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services, which have been performed at the time the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

SECTION XIV - AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of one (1) year after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY. CONSULTANT is also responsible to assist the COUNTY on audits performed by FDOT.

SECTION XV – SUBCONTRACTING

The CONSULTANT shall not subcontract any work under this Agreement without the written consent of PWWM. When applicable and upon receipt of such consent in writing, the CONSULTANT 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. No assignments or transfer of work will be allowed.

SECTION XVI - WARRANTY

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT'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 or making of this Agreement. The CONSULTANT 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 CONSULTANT or the CONSULTANT's county approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, PWWM shall have the right to annul this Agreement without liability.

SECTION XVII - TERMINATION OF AGREEMENT

It is expressly understood and agreed that PWWM may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior written notification or by declining to issue Notices to Proceed, as provided in Section VIII; in which event the COUNTY's sole obligation to the CONSULTANT 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 CONSULTANT up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT 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 CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION XVIII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of 570 calendar days, excluding the warranty administration period (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 said services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XIII, and Section XXV hereof. The performance of specifically and properly authorized services may extend beyond the Agreement's effective term and shall be compensated in accordance to Section V hereof.

SECTION XIX - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, PWWM may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any completed professional services. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after notice that said sums are due. The CONSULTANT shall not be compensated on a percentage of the professional services, which have been performed at the time PWWM declares a default. In the event Miami-Dade County prevails in litigation to enforce the provisions of this Agreement, Miami-Dade County shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

SECTION XX - INDEMNIFICATION AND INSURANCE

The CONSULTANT shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subcontractors. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant shall furnish to Public Works and Waste Management Department, 111 NW 1st Street, Miami, Florida 33128, 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 Consultant as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than $1,000,000 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 $1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

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 "A-" as to management, and no less than "Class VII" as to financial strength by 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 Financial Services.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

SECTION XXI - CERTIFICATION OF WAGE RATES

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section V, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation should be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XXII - ORDINANCES

The CONSULTANT agrees to abide and be governed by the COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R-385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity

must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Resolution No. R-1206-97, superseded by Resolution No. R-702-98 (Project Fresh Start-Welfare-to-Work Initiative, Welfare Reform), Ordinance No. 98-106 (Cone of Silence), which are incorporated herein by reference, as if fully set forth herein, in connection with the CONSULTANT's obligations hereunder.

The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, FL 33101:

A. A source of income statement
B. A current certified financial statement
C. A copy of the CONSULTANT's current Federal Income Tax Return

SECTION XXIII – INTENTIONALLY OMITTED

SECTION XXIV - AFFIRMATIVE ACTION

The CONSULTANT's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by Miami-Dade County, Small Business Development Division and any approved update thereof, are hereby incorporated as contractual obligations of the CONSULTANT to Miami-Dade County hereunder. The CONSULTANT shall undertake and perform the affirmative actions specified herein. PWWM may declare the CONSULTANT in default of this agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXV - DISABILITY NONDISCRIMINATION

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

SECTION XXVI - PROMPT PAYMENT OF SMALL BUSINESS SUBCONSULTANTS

The CONSULTANT's attention is directed to the Miami-Dade County Ordinance No. 94-40, providing for expedited payments to small businesses by the Miami-Dade County agencies and the Public Health Trust; creating dispute resolution procedures for payment of the Miami-Dade County and Public Health Trust obligation; and requiring the prime contractor to issue prompt payments, and have the same dispute resolution procedures as Miami-Dade 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

Miami-Dade County contract or Public Health Trust contract and debarment procedures of the Miami-Dade County.

SECTION XXVII - 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 Miami-Dade County Commissioners.

SECTION XXVIII – E-VERIFY

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify.

SECTION XXVIX – PERFORMANCE EVALUATION

At the end of the contract, PWWM will evaluate the CONSULTANT's performance. This evaluation will become public record.

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 _____ 20___.

ATTEST:

For the Board of County Commissioners, Miami-Dade County, Florida

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

By: _____
County Mayor

ATTEST:

T.Y. Lin International, Inc.
A Florida Corporation

By: _____
Assistant Corporate Secretary

By: _____
Vice President
Richard A. Waters P.E.

(CORPORATE SEAL)

Approved as to form and legal sufficiency.

_____
Assistant County Attorney

Appendix A - E14-PWWM-03 Personnel Classifications Information

Employee Name	Position	Hourly Rate	Multiplier	Job Responsibility	Category Title as defined in the agreement
Mariano O. Valle, PE	Principal in Charge	$120.20	N/A	Principal	Principal in Charge
Francisco Alonso, PE	Project Manager	$65.86	2.40	PM	Project Manager
Jose M. Nessi	Assistant PM/QA	$63.90	2.40	LAP Compliance	Senior Technical Staff
Marco Lux, PE	PA/LAP Compliance	$42.20	2.40	LAP Compliance	Technical Staff
Miguel Cruz, PE	Construction Manager	$55.50	2.40	On Call	Senior Technical Staff
Jeffrey Hemingway	CEI Senior Inspector	$37.50	2.40	On Call	Senior Inspector
Jose A. Anadon	CEI Senior Inspector	$34.95	2.40	On Call	Senior Inspector
Alvaro Ceballos	CEI Inspector	$25.50	2.40	On Call	Inspector
James Rosales, PE	Support Structural	$72.75	2.40	On Call	Senior Technical Staff
Adriano Foti, PE	Support Roadway	$64.75	2.40	On Call	Senior Technical Staff
Richard White	Support Drainage	$55.40	2.40	On Call	Senior Technical Staff
Enrique Sosa, PE	Support MEP	$48.55	2.40	On Call	Senior Technical Staff
Monica Ore	LAP Compliance	$37.50	2.40	LAP Compliance	Technical Staff
Liane Arias	LAP Compliance	$22.00	2.40	LAP Compliance	Technical Staff
Erica Valencia	LAP Compliance	$22.00	2.40	LAP Compliance	Technical Staff
Carlos Correa	CEI Senior Inspector	$31.00	2.40	On Call	Senior Inspector

E12-PWWM-02: Soils, Foundations and Geotechnical Testing Services		Unit Price	Unit
1.	**GEOTECHNICAL SERVICES (9.01)**		
A.	Mobilization of Truck-Mounted Drill Rig. (If special access equipment required (i.e. ATV's, Off-Road or Marine Equipment) or restricted access See Item B of the "General Notes and Special Conditions" for Rates.)	$364.00	Up to 4 Percolations per Day or Up to 100 Ft. of Borings.
B.	Borings Standard Penetration per ASTM D-1586:		
	With or Without Casing:		
	Penetration Depth 0' to 60'	$20.80	Per Foot
	Penetration Depth 61' to 75'	$24.96	Per Foot
	Penetration Depth 76' to 100'	$29.12	Per Foot
	Penetration Depth 101' to 150'	$36.36	Per Foot
C.	Auger Borings per ASTM D-1452 Penetration Depth:		
	Penetration Depth 0' to 60'	$15.60	Per Foot
	Penetration Depth 61' to 75'	$17.60	Per Foot
	Penetration Depth 76' to 100'	$19.76	Per Foot
	Penetration Depth 101' to 150'	$23.92	Per Foot
D.	Rock Coring per ASTM D-2113 (Max. NX Size):		
	Penetration Depth 0' to 60'	$36.92	Per Foot
	Penetration Depth 61' to 75'	40.00 $4.60	Per Foot
	Penetration Depth 76' to 100'	$48.88	Per Foot
	Penetration Depth 101' to 150'	$65.12	Per Foot
E.	Standard Penetration Test (Includes Mobilization and Soil Boring Log) (Portable Equipment)	$26.00	Per Foot
1E.1	Standard Penetration Test (Water Boring) (Equipment Excluded, Barge Cost to be Negotiated by User Department. Permit Reimbursable upon Proof of Payment.)	$52.00	Per Foot
F.	Undisturbed Sampling per ASTM D-15	$114.40	Per Sample
G.	Slug Percolation Test-USGS / PWD 9" Dia. Hole (DERM) (Min. 2 per Job)	$416.00	Per Test
H.	Double Ring Infiltration Test per ASTM D-3385 (Swale or Grassy Areas) (Min. 2 Tests)	$478.40	Per Test
I.	Percolation Tests		
1I.1	Fla. Dept. of Health and Rehabilitative Services, Chapter 100-6.67 (Min. 2 Tests per Job)	$357.76	Per Test
1I.2	DOPW Highway Division (Min. 12" Dia.) (Min. 2 Tests per Job)	$514.80	Per Test
1I.3	Open Hole Method (Min. 6" Dia.)(Min. 2 Tests)	$500.60	Per Test
J.	Closing Holes with Grout / Approved Method(s) to Safe proof Site. (Safe proof to be Accomplished Before Laboratory Leaves the Site(s))	$932.00 6.82	Per Lineal Foot
K.	Tronch Test per So. Fla. Water Management District. (Excludes Equipment and Operator) (Provide Equipment Rental Invoice for Direct Cost Reimbursement).	$506.48	Per Test
L.	Soil Cement Stabilization Field Inspection	$84.24	Per Hour
1L.1	Soil Cement Cylinder Testing	$86.52	Per Hour
M.	Water Quality Monitoring	$84.24	Per Sample

E12-PWWM-02: Soils, Foundations and Geotechnical Testing Services		Unit Price	Unit
N.	Geotechnical Engineering Evaluation and Report of Existing Soil with Respect to Allowable Bearing Capacity.	$124.80	Per Hour
O.	Geotechnical Engineer Pile Capacity Analysis	$124.80	Per Hour
P.	Muck Probes	$83.20	Per Hour
2.	MONITORING WELLS (Includes Drilling) (9.01)		
A.	Mobilization of Truck-Mounted Drill Rig. (Same Conditions Apply as referenced for Geotechnical Services, Item 1.A, Page 1 of the Fee Schedule)	$364.00	Up to 2 Wells per Day
B.	Monitoring Well Installation (2" PVC, Max. 20' Depth)* (Min. 2 Wells)**	$676.00	Per Well
C.	Monitoring Well Abandonment (2" PVC, Max. 20' Depth)* (Min. 2 Wells)**	$203.92	Per Well
D.	Monitoring Well Abandonment (4" PVC, Max. 20' Depth)* (Min. 2 Wells)**	$364.00	Per Well
E.	Monitoring Well (4" PVC, Max. 20' Depth)* (Min. 2 Wells)**	$881.92	Per Well
F.	Monitoring Well Installation (2" PVC, Greater than 20' up to 100')* (Min. 2 Wells)**	$72.80	Per Foot
	* Excludes Permit.		
	** Due to Security Constraints Rates Negotiable for Aviation, Seaport and MDT.		
G.	Repair of Monitoring Wells Unit Rates	$972.40	Per Unit
H.	Water Quality Monitoring (Does Not Include Analytical Tests) (Per Well)	$254.80	Per Well
I.	Direct Push Well Installation (20 Feet Max.)	$900.80	Per Well
J.	Direct Push Soil / Groundwater Sampling	$1,664.00	Per Day
K.	Boat Rental (Min. 8 Hour Day) With Prior Approval by the Issuing Department (Furnish Copy of Ownership or Copy of Rental Invoice).	$468.00	Per Day
3.	PRE-STRESS / PRE-CAST (9.02)		
	(Includes Travel, Mileage, Delivery and Certified Reports).		
A.	Pre-Stress / Pre-Cast Fabrication Inspection per PCI MNL-116 (Structural) or MNL-117 (Architectural) (Bridge and Building Units / Ready Mix Plants Inspections) (Min. 4 Hrs.)	$84.24	Per Hour
B.	Pre-Stress (Inspection and Certified Report Included) (Stressing Operation and Inspection) per PCI MNL-116 (Min. 4 Hrs.)	$84.24	Per Hour
C.	Reinforced Concrete Pipe and Pre-Fabricated Manhole Inspection (Types, Sizes, and Design) (Includes Inspection and Certified Report) (Min. 4 Hrs.)	$84.24	Per Hour
D.	Absorption Test of Pre-Cast Units per ASTM C-497.	$84.08	Per Core
E.	Three Edge Bearing Test per ASTM C-497.	$84.24	Per Hour
F.	Hydrostatic Testing per ASTM C-497.	$84.24	Per Hour
G.	Testing Concrete Cylinder per ASTM C-497. (Same Conditions Apply as Shown on 3A.1) (Does NOT Include Technician or Pick-Up).	$114.40	Per Cylinder
	* If Additional Hours are Required Must have Approval from Issuing Department.		

E12-PWWM-02: Soils, Foundations and Geotechnical Testing Services		Unit Price		Unit
4. PILING (9.02)				
A. Pile Driving/Auger Cast Pile Inspection (Includes Certified Log/Report (4 Hrs. Min.)		$84.24		Per Hour
4A.1	Splice of Piles as an Addition (per Occurrence) (with Prior Approval from Engineer) (Witness Splice).	$84.24		Per Hour
B. Vibro-Flotation Inspection (4 Hrs. Min.)		$84.24		Per Hour
C. Pile Load Test -Test Frame and Load Set-up Witnessed by Certified Inspector per ASTM D-1143 (Equipment / Loads Furnished by Contractor)		$84.24		Per Hour
4C.1	Furnishing and Set-up of Calibrated Gauges.	$113.38		Per Gauge
4C.2	Monitoring of Pile Load Test, Collect Field Data, and Inspector Time.	$84.24		Per Hour
4C.3	Pile Load Test Report, Certify and Prepare Report for Load Capacity of Pile, (Engineer's Time).	$124.80		Per Hour
5. SOILS (9.02)				
(Includes Travel, Mileage, Delivery and Certified Report)				
A. Field Density Tests				
5A.1	Sand Cone Method per AASHTO T-19 and ASTM D-1556 (2 Tests Min.)	$89.44		Per Test
	Nuclear Method per AASHTO T-238 & ASTM D-2922, (Moisture per AASHTO T-239 & ASTM D-3017) (Min. 4 Tests):			
5A.2	Per Test (From 1 thru 4 Tests), Per Trip	$49.92	✓	Per Test
	Per Test (From 5 thru 10 Tests), Per Trip	$34.32	✓	Per Test
	Per Test (From 11or More Tests), Per Trip	$30.16	✓	Per Test
5A.3	Maximum / Minimum Relative Density Tests per ASTM D-4253 and 4254 (Field and Laboratory)	$171.60		Per Test
5A.4	Hourly Rate-(Min. 4 Hrs.)* (Unlimited Tests) (7:00 AM to 6:00 PM) (Equipment ONLY, Technician NOT Included)	$66.62		Per Hour
*	If Laboratory Finishes Work in Less than the 4 Hr. Increment, they Shall be Paid for the Full 4 Hrs., If Time Runs Past the 4 Hr. Increment, Extra Hrs. Shall Be Paid at the Per Hour Rate, Upon Approval from Issuing Department.			
5A.5	Evening Density Testing (7:00 PM to 6:00 AM) (If Requested by Issuing Department Designee to be Performed in the Evening and to be Paid at the Min. 4 Hrs. Unlimited Tests!) (Equipment ONLY, Technician NOT Included)	$99.40		Per Hour
B. Moisture Density Tests (Proctor)				
5B.1	Standard per AASHTO T-99 and ASTM D-698 (Non-Traffic Areas)(Min. 2 Tests per Trip)	$133.12		Per Test
5B.2	Modified per AASHTO T-180 and ASTM-1577 (Building / Highway Projects) (Min. 2 Tests per Trip)	$149.76		Per Test
C. Limerock Bearing Ratio (LBR) - FDOT		$364.00		Per Test
D. Carbonates on LBR Material (2 Tests per Trip)		$72.80		Per Test

E12-PWWM-02: Soils, Foundations and Geotechnical Testing Services	Unit Price	Unit
E. Laboratory California Bearing Ratio (CBR) per ASTM D-1883 (One Point)	$280.80	Per Test
5E.1 Lab Proctor Test	$149.76	Per Test
5E.2 Three (3) Point CBR	$363.60	Per Test
F. Field California Bearing Ratio per Asphalt Institute MS-10 (Latest Version) (Reaction Load by Others) (2 Tests Min.)	$421.20	Per Test
G. Moisture Content	$39.52	Per Test
H. Organic Content		
5H.1 Limerock per AASHTO T-267 (by Incineration)	$62.00	Per Test
5H.2 Test of Soil Chemical Analysis [(1972) P.R. Hesse P. 211] (by Peroxide)	$72.80	Per Test
I. Grain Size per AASHTO T-27 (Sieve Analysis Only)	$66.66	Per Test
J. Mechanical Analysis per ASTM D-422 or T-11 and T-27	$70.72	Per Test
K. Soil Classification per ASTM D-3282 and D-2487 (AASHTO-Unified-FAA)	$99.84	Per Test
L. Los Angeles Abrasion on Rip-Rap per ASTM C-535 (Large Size Coarse Aggregate)	$249.60	Per Test
M. Soundness on Rip-Rap per ASTM C-88 (5 Cycle Sodium Sulphate)	$296.36	Per Test
N. Soil Specific Gravity per ASTM D-854	$62.40	Per Test
O. Material Finer than 200 Sieve per ASTM C-117	$46.80	Per Test
P. Liquid Limit per ASTM D-4318 (Atterberg Limits)	$78.00	Per Test
Q. Salt Content per FDOT FM 5-516	$60.32	Per Test
R. Limerock Base Thickness Determination - Minimum 3" Diameter Holes FAAP-211 (Min. 2 Tests) (Excludes Mobilization and Transportation)	$80.08	Per Test
* Unlimited Tests	$702.00	Per Day
S. Limerock Chemical Analysis per DCPW, FDOT (2 Tests Min.)	$88.40	Per Test
T. Limerock Chemical Analysis per DCAD FAAP-211 (2 Tests Min.)	$88.40	Per Test
U. Resistivity Test in Accordance with California Method 643-7 with Break- down for Test, Sampling, PH Measurement of Water and Soil, etc.	$149.76	Per Test
V. Sediments Tests	$74.80	Per Test
W. Soil Load Bearing Test (Plate Load) (Reaction Load by Others)		
5W.1 Static Load on Footings per ASTM D-1194	$538.72	Per Test
5W.2 Repetitive Static Load for Pavement per ASTM D-1195	$570.96	Per Test
5W.3 Non-Repetitive Static Load for Pavement per ASTM D-1196	$570.96	Per Test
X. Soil Relative Density Tests (Vibro-Flotation / In-Situ Verification)		
5X.1 CPT Cone Penetration Test Soundings	$16.64	Per Foot
Y. Horticultural Service for PH Value of Soil	$43.68	Per Test
Z. Horticultural Service for Soluble Salts in Soil	$72.80	Per Test
AA. Horticultural Service for Macro Nutrients in Soil	$84.40	Per Test
AB. Backfill Monitoring (4 Hrs. Min.)	$67.60	Per Hour
AC. Geotechnical Engineer (Min. 2 Hours)	$124.80	Per Hour

E12-PWWM-02: Soils, Foundations and Geotechnical Testing Services		Unit Price	Unit
6.	**ASPHALT CONCRETE** (6.03)		
	(Includes Travel, Mileage, Delivery and Certified Report.)		
A.	Asphalt Paving Design Mix Marshall Method (Includes Sampling, Standard Design and Applicable Marshall Procedures) per Asphalt Institute Manual Series No. 2	$821.60	Per Mix
B.	Analysis of Special Design Mix.	$666.60	Per Mix
C.	Marshall Properties (FDOT Procedures) (Aviation P-401 / P-406). (Technician plus tests.)		
	6C. 1 Stability per ASTM D-1559 or AASHTO D-T 245 (Set of 3 Specimen).	$120.00	Per Set
	6C. 2 Flow per ASTM - 1559 or AASHTO D-T 246 (Set of 3 Specimen).	$116.48	Per Set
	6C. 3 Density per ASTM D-2726 (Set of 3 Specimen).	$119.60	Per Set
	6C. 4 Air Voids per ASTM- 3203 (Set of 3 Specimen).	$116.48	Per Set
	6C. 5 Maximum Density per ASTM D-2041.	$76.96	Per Set
	6C. 6 Particle Coating per ASTM D-2489.	$131.04	Per Sample
	6C. 7 Sampling/Prep. Per ASTM D-1559 / D-2726.	$60.00	Per Sample
	6C. 8 Bulk Specific Gravity of Drilled Core per ASTM D-2726.	$56.16	Per Core
	6C. 9 Moisture Content - Drying per ASTM C-566.	$57.20	Per Sample
	6C.10 Moisture Content - Distillation per ASTM D-1461.	$135.20	Per Sample
	6C.11 Asphaltic Specific Gravity / Absorption of Aggregate Blends.	$104.00	Per Aggregate Sample
	6C.12 Sampling Hot Mix at Manufacturer Per ASTM D-979.	$82.40	Per Hour
	6C.13 Effect of Water on Hot Mix per ASTM D-1075 (Set of 6 Samples).	$131.04	Per Set
	6C.14 Washed Sieve Analysis.	$86.60	Per Sample
	6C.15 AASHTO T-182.	$145.60	Per Sample
	6C.16 Flat / Elongated Pieces per ASTM D-4791.	$140.40	Per Sample
	6C.17 Effect of Moisture On Hot Mix per ASTM D-4867 (Set of 6 Samples).	$312.00	Per Set
	6C.18 Sand Equivalent per ASTM D-2419	$104.00	Per Sample
	6C.19 Effect of Water on Cohesion per ASTM D-1075 / Modified.	$198.64	Per Sample
D.	Extraction/Gradation Analysis per ASTM D-6307.	$160.00	Per Test
E.	Asphalt Plant Technician Using FDOT Approved Plant, Laboratory and Procedures for Extraction, Gradations, Marshall Tests and Temperature Checks (ASTM D-200-68) (Per Person, Min. 4 Hrs.)	$84.24	Per Hour
F.	Paving Technician for On-Site Paving Operations, Inspections per FDOT Procedures (Temperature, Density Testing and Observation) (4 Hr. Min.)	$84.24	Per Hour
G.	Asphalt Densities (Nuclear-Gauge Scatter Method) (Min. 4 Tests).	$31.20	Per Test
H.	Asphalt Core Drilling for Thickness Measurements (Includes Asphalt Patching) (Min. 6 Cores per Call-Out).	$62.40	Per Core
I.	Asphalt Cores Laboratory Tests for Measurements per ASTM D-3549 and Weight per Cubic Foot, per ASTM D-2726. (Min. 4 Cores)	$46.80	Per Core
J.	Gyratory Compaction (Bulk Specific Gravity)	$124.80	Per Sample

E12-PWWM-02: Soils, Foundations and Geotechnical Testing Services		Unit Price	Unit
7.	**TECHNICAL SERVICES (AVIATION) (9.03)**		
A.	P401 Technical Services - NICET III/P.E./FDOT III/Equivalent per ASTM D-3666 Asphalt Plant Facilities & Initial Plant Inspection, Quality Review, Design Mix/JMF Review, Technical Report/Meetings/Coordination Oversight/PWI. /Review (Min. 2 Hrs.).	$130.00	Per Hour
B.	P401 / P405 / P602 / P603 / P605 - Field Acceptance Inspection. Certified Inspector per ASTM D-3666.		
7B.1	Level "I" Inspector (Weekday Min. 4 Hrs.)	$84.24	Per Hour
7B.2	Level "II" Inspector (Weekday Min. 4 Hrs.)	$97.38	Per Hour
7B.3	Cancellation Fee (Plant) (Per Cancellation, Per Technician)	$226.72	Per Cancellation/Tech.
8.	**CONCRETE TESTING (9.03)**		
	(Inclusive of Travel, Mileage, Delivery and Certified Report)		
A.	Cylinders - Cast and Tested by Laboratory.		
8A.1	Standard 6"x12" or 4"x 8" Cylinder. (Concrete Temperature Test and Slump Test) (Per ASTM C-31 "Section 7" Lab. Strength Tests per C-39 using C-617 or C-1231) (Max. 5 Cylinders Per Set).	$114.40	Per Set
8A.2	Lightweight 3"x 6" Cylinder Includes Concrete Per ASTM C-495 (Max. 5 Cylinders Per Set).	$114.40	Per Set
8A.3	Air Entrainment per ASTM C31(used Concurrently with Concrete Set Testing).	$36.40	Per Set
8A.4	Cylinder Pick-Up.	$60.32	Per Hour
B.	Securing Structural or Pavement Cores per ASTM C-42(6"Max. Dia.) (3 Cores Min.)		
8B.1	8" Deep	$130.00	Per Core
8B.2	14" Deep	$156.00	Per Core
8B.3	12" Deep x 12" Diameter	$312.00	Per Core
C.	Cores Trim and Compression Test per ASTM C-42.	$41.60	Per Test
D.	Concrete Masonry Units per ASTM C-140 & C-551- Block/Brick per ASTM-140.		
8D. 1	Concrete Brick per ASTM C-551. (Min. 2 Bricks)		
	8D.1A Compression	$46.80	Per Brick
	8D.1B Absorption	$67.60	Per Brick
	8D.1C Dimension	$46.80	Per Brick
	8D.1D Appearance	$43.68	Per Brick
8D. 2	Block, Manhole	$57.20	Per Test
8D. 3	Block, Concrete Compression per ASTM C-140 - Individual Units.	$57.20	Per Test
8D. 4	Block, Concrete Absorption per ASTM C-140 Individual Units.	$63.44	Per Test
8D. 5	Moisture Content of Concrete Block per ASTM C-140.	$57.20	Per Block
8D. 6	Block Series, Dimensions, Compression, Absorption, Moisture Content and Unit Weight (Density) per ASTM C-140.	$176.80	Per Block
8D. 7	Mortar Cubes 2"x 2"x 2" Compression Test per ASTM C-109 (Min. 3 per Test) (Cast by Others).	$36.40	Per Cube
8D. 8	Masonry Prisms per ASTM C-1314 (Fabricated by Contractor) (Unfilled).	$140.40	Per Prism

E12-PWWM-02: Soils, Foundations and Geotechnical Testing Services		Unit Price	Unit
8D.9	Sampling and Pick-Up (Casting Not Included).	$66.62	Per Unit
8D.10	Concrete Block Unit Weight per ASTM C-140.	$62.40	Per Block
8D.11	Grout Cube Compression Test per ASTM C-1014 (Cast by Others).	$21.84	Per Cube
8D.12	Technician to Cast Mortar or Grout Cubes in Laboratory or On-Site (Incl. Slump & Temp. Tests) per ASTM C-1019.	$66.62	Per Hour
8D.13	On-Site Masonry Inspector per ACI-530.1 (Min. 4 Hrs.)	$84.24	Per Hour
E.	Concrete Beams		
8E.1	Tension Test per ASTM C-496 (Splitting Tension Test for Cylindrical Specimen, not Beams).	$97.60	Per Test
8E.2	Flexural Test per ASTM C-78 (ASTM C-31, C-76) Cast per ASTM C-39, (2 Beams Required per Test).	$124.80	Per Beam
F.	Air Content per ASTM C-173 or ASTM C-231.	$36.40	Per Test
G.	Concrete Densities (Unit Weight) & Yield Test per ASTM C-138.	$41.60	Per Test
H.	Design Mix per ACI-211 Standard Aggregate (Materials Furnished by Supplier) (Laboratory Sampling Included) (1 Trial Batch and 6 Cylinder Tests) (First of Any Series).	$540.80	Per Mix
	(Additional Design Mixes in Series)	$416.00	Per Mix
8H.1	Design Mix Materials Testing.		
8H.1a	Gradation.	$75.92	Per Test
8H.1b	Fine Aggregate Gravity and Absorption C-127.	$85.28	Per Test
8H.1c	Coarse Aggregates Specific Gravity and Absorption C-128.	$94.64	Per Test
8H.1d	LA Abrasion C-88.	$228.80	Per Test
I.	On-Site Inspection per ACI-304 and ACI-311.6R (Per Site Visit as Approved by the Engineer) (4 Hrs. Min.)	$84.24	Per Hour
J.	Concrete Plant Inspection per ACI-311.6 (Mix and Weight Verification) (4 Hrs. Min.)	$84.24	Per Hour
K.	Windsor Probe Test per ASTM C-803 (Penetration Resistance to Determine Uniformity) with Equipment Charge (Windsor Gun) (Per Trip Per Location)	$280.80	Per Trip
L.	ASTM C-803 (Set of 3 Probes per Test)	$104.00	Per Test
M.	Concrete Rebound Hammer Test per ASTM C-805 (Use of Spring Driven Steel Hammer to Determine Uniformity of In-Place Concrete) (4 Hrs. Min.)	$84.24	Per Hour
N.	Pullout per ASTM C-900 (Includes Pin Installation).	$350.72	Per Test
O.	Thickness of Concrete per ASTM C-1383.	$80.08	Per Hour
P.	Corrosion Activity per ASTM C-876	$90.48	Per Hour
Q.	Chloride Content.		
8Q.1	Per ASTM C-1152	$130.00	Per Test
8Q.2	Per ASTM C-1218	$135.20	Per Test
R.	Pachometer (Magnometer) Readings for Rebar Location, Approximate Size and Spacing (4 Hrs. Min.)	$84.24	Per Hour

E12-PWWM-02: Soils, Foundations and Geotechnical Testing Services	Unit Price	Unit
S. Los Angeles Abrasion per ASTM C-131 (Small Size Coarse Aggregate).	$228.80	Per Test
T. Sieve Analysis per ASTM - 136.	$75.92	Per Test
U. Absorption Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C - 127.	$75.92	Per Test
V. Specific Gravity Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C - 127.	$75.92	Per Test
W. Weight per Cubic Feet per ASTM C-29.	$75.92	Per Test
9. STEEL (9.04)		
(Use - AWA, AMS, AWS, ASME, API, as Applicable		
A. Shop / Field Weld Inspection per ASTM D-5339 (4 Hrs. Min.)	$84.24	Per Hour
B. AWS, AWA, ASME Welder Tests - Groove or Fillet		
Plate	$223.60	Per Position
Pipe	$234.00	Per Position
C. Reinforcing Steel Tensile Test	$136.24	Per Test
D. Reinforcing Steel Deformation Test	$49.92	Per Test
E. Reinforcing Bar Placement Inspection	$84.24	Per Hour
F. Chemical Laboratory Test		
Welding Inspection and Dye Penetrant Weld Testing	$84.24	Per Hour
G. Radiograph Weld Inspection (Min. 4 Tests)	$145.60	Per Test
H. Engineering Services		
9H.1 Special Inspector for Threshold Buildings (State Certified) (2 Hrs. Min.)	$124.80	Per Hour
9H.2 Special Inspector Designee (2 Hrs. Min.)	$124.80	Per Hour
9H.3 Special Inspector under the Florida Building Code (2 Hrs. Min.)	$124.80	Per Hour
10. MECHANICAL (9.04)		
A. Sound Surveys (Includes Travel Time)	$101.92	Per Hour
B. Lighting Surveys (Includes Travel Time)	$101.92	Per Hour
11. FIRE PROOFING (9.04)		
A. Inspection of Sprayed-On Fireproof Coating on Structural Steel.		
11A.1 4 Hours Minimum	$84.24	Per Hour
11A.2 Laboratory Unit Weight Test of Fireproofing Coating per ASTM E-605	$62.40	Per Test
11A.3 Field Adhesion / Cohesion Tests per ASTM E-736	$131.06	Per Test
* If Additional Hours are Required Must Have Approval from Issuing Department		
12. STRAIN MEASUREMENTS (SR4 INDICATOR) (9.04)		
A. Technician Services to Install Gauges/Make Strain Reading (4 Hr. Min.)	$84.24	Per Hour

E12-PWWM-02: Soils, Foundations and Geotechnical Testing Services	Unit Price	Unit
13. ULTRASONIC INSPECTIONS (9.04)		
A. Services of an Ultrasonic Technician and Equipment (8 Hours Min.)	$130.00	Per Hour
B. Assistant Technician (8 Hours Min.)	$60.32	Per Hour
14. STRUCTURAL STEEL (9.04)		
A. Welding Inspector Per AWS Code (4 Hrs. Min.)	$84.24	Per Hour
B. Structural Steel Shop or Field Inspector (4 Hrs. Min.)	$84.24	Per Hour
C. Bolt Tightening Inspection by Using:		
14C.1 Torque Wrench	$84.24	Per Hour
14C.2 Reg. Wrench	$84.24	Per Hour
14C.3 Filler Gauge	$84.24	Per Hour
D. Structural Steel Testing / Inspection (4 Hrs. Min.)	$84.24	Per Hour
15. WELDING (9.04)		
A. AWS Certified Welding Inspector (2 Hrs. Min.) (Per Inspection)	$84.24	Per Hour
B. AWS Certified Welding Inspector / 1 Hr. PADI Certified (Min. 2 Inspectors per Inspection.)	$145.60	Per Hour
16. MAGNETIC PARTICLE TESTING (MAGNAFLUX) (9.04)		
A. Services of a Non- Destructive Technician	$84.24	Per Hour
B. Magnaflux Testing	$80.00	Per Test
17. ROOFING (9.05)		
(All Tests Performed Shall be in Accordance with Current Edition of the Florida Building Code at Time the Work is Issued, further, Laboratory Shall be part of the Current Listing of Certified Laboratories for Miami-Dade County Building Department.)		
A. Built-Up Roof Sample Analysis (Test Method for Moisture in Mineral Aggregate used for Built-Up Roofs) (ASTM D-1864)	$60.12	Per Test
B. ASTM 3617	$314.08	Per Test
C. Compression Test - Roof Tiles	$60.32	Per Hour
D. Absorption Test - Roof Tiles (Per Set of 5)	$241.20	Per Set
E. Up-lift Test of Roof Tiles (Per Set of 5)	$201.20	Per Set
F. Core Samples (per Architect / Engineer's Recommendations)	$75.92	Per Sample
G. Visual Inspections		
Per Job Min.	$756.40	Per Job Min.
Per Square Foot	$0.17	Per Sq. Ft.
H. Infrared Moisture Survey (Mobilization of Equipment)		
Per Job Min.	$821.60	Per Job Min.
Per Square Foot	$0.27	Per Sq. Ft.

E12-PWWM-02: Soils, Foundations and Geotechnical Testing Services	Unit Price	Unit
I. Asbestos Testing	$66.52	Per Sample
J. Nuclear Moisture Testing		
Per Job Min.	$780.00	Per Job. Min
Per Square Feet	$0.22	Per Sq. Ft.
K. Impedence Moisture Survey (Machine) (Max. 3 cores)		
Per Job Min.	$821.60	Per Job. Min
Per Square Feet (Additional Sq. Ft. Survey)	$0.27	Per Sq. Ft.
L. Bonded Pull Test	$208.00	Per Test
M. Fastener Pull Test (First 10,000 Sq. Ft. Per Deck) (10 Tests)	$821.60	Per Test
Per New Roof (Core Sample)	$52.00	Per Test
Existing Roof (Core Sample)	$62.40	Per Test
N. Bell Chamber Test (Max. 2 Tests / Any Additional Test $300.00)	$780.00	Per Test
O. Title Uplift Test (TAS 106)		
Per Square Feet (2,000 Sq. Ft.)	$260.00	Per Sq. Ft.
Additional per Square	$20.00	Per Sq. Ft.
N. Engineer's Report	$124.80	Per Hour

22. MAINTENANCE OF TRAFFIC

To be negotiated by testing Department if Required due to the Location of the Work to be Performed. Laboratory shall present proof of man hours and equipment used to provide the "Maintenance of Traffic".

23. ENGINEERING SERVICES

A. C.A.D. Operator	$72.80	Per Hour
B. Staff Engineer	$88.40	Per Hour
C. Professional Engineer	$119.60	Per Hour
D. Senior Engineer	$140.40	Per Hour
E. Principal	$145.60	Per Hour
F. Clerical / Administrative	$46.80	Per Hour
G. Engineering Technician (Applies to all Sub-Categories)	$66.52	Per Hour

Note: Fees paid to the laboratories for the work performed shall be in accordance to the negotiated fees as shown on this "Fee Schedule". Nevertheless, hours for the work performed can be negotiated by the user department.

24. UNDERGROUND UTILITY LOCATION AND INSPECTION

It shall be noted that work performed for UNDERGROUND UTILITY LOCATION AND INSPECTION, belongs to Sub-Category 15.03 - Underground Utility Location, Category 15.00 SURVEYING AND MAPPING. Laboratory firms must be Certified under Category 15.00, Sub-Category 15.03 in order to perform this type of work or they shall Sub-Contract any of the firms certified under this Category. Call Department of Business Development (DBD) for information on certified firms.

Memorandum

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: May 12, 2016

Re: **CITT AGENDA ITEM 5A:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE AWARD OF THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT NOT TO EXCEED **$1,650,000.00** TO T. Y. LIN INTERNATIONAL, INC. FOR FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM COMPLIANCE SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS PROJECT NUMBERS 20120004 AND 20130202 ALONG NW 74 STREET, CONTRACT NUMBER 20140159; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES **(DTPW – BCC Legislative File No. 160955)**

On May 12, 2016, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 16-021. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Oscar Braynon – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Absent
Hon. James A. Reeder – Absent
Hon. Linda Zilber – Aye
Joseph Curbelo – Absent
Alfred J. Holzman – Aye
Jonathan Martinez – Aye
Miles E. Moss, P.E. – Absent
Marilyn Smith – Aye

cc: Alina Hudak, Deputy Mayor
Bruce Libhaber, Assistant County Attorney