

Memorandum



Date: November 1, 2016

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

Agenda Item No. 8(N)(31)

From: Carlos A. Gimenez
Mayor

Subject: Contract Award Recommendation between HDR Engineering, Inc. and Miami-Dade County in the amount not to exceed \$2,000,000.00 for the Project Entitled Rickenbacker Causeway Bond Engineering Services, Located within Commission District 7

Recommendation

This recommendation for Award for a Professional Services Agreement (PSA) Contract No. 20140151 has been prepared by the Department of Transportation and Public Works (DTPW) on behalf of the Parks, Recreation and Open Spaces Department (PROS) 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.

Scope

PROJECT NAME: Rickenbacker Causeway Bond Engineering Services

PROJECT NO: E14-PWWW-08

CONTRACT NO: 20140151

PROJECT

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

- Perform Management Financial Consulting Services and review of the Rickenbacker Causeway's financial transactions and abilities, engineering decisions, and future plans.
- Perform base line inspection of all the Rickenbacker Causeway facilities as identified in Exhibit A to document their condition and submit a report that indicates their condition based on ratings of poor, fair, good, or excellent; these ratings shall be used to determine if repairs are needed.
- The Consulting Engineer shall prepare, when requested by the Department, the (i) certificate required in Section 208 (a) (i) of Bond Ordinance No.13-110 in accordance with the requirements of such subsection (a); and the (ii) report described in Section 501 of said Bond Ordinance.

- Make recommendations for remedial action, if warranted, after each inspection of the Rickenbacker Causeway facilities identified in Exhibit A.
- Perform annual inspections of the physical conditions of the Rickenbacker Causeway facilities, and prepare separate reports of the physical condition of the roadway, bridges and toll facilities to include the following:
 - Conduct a detailed mile-by-mile visual inspection of the roadway, bridges, sidewalks, shoreline and public access beaches, drainage structures and all appurtenances thereto such as lighting, signage, pavement striping, and marking, entry and exit gates, toll plaza structures, buildings, public restrooms, and toll equipment. As a part of this inspection, photographs will be taken of problem areas that need continuous monitoring and/or corrective action.
 - Conduct, at minimum, a yearly structural inspection of bridges and submit the completed Engineer's inspection forms to PROS along with the annual report that will summarize the Engineer's opinion concerning the conditions of the facilities.
 - Inspect structures located within the Rickenbacker Causeway inventory (Exhibit A) in compliance with federal regulations such as the National Bridge Inspection Standards, Code of Federal Regulations (CFR), Title 23, Part 650, Subpart C; Title XXVI, Section 335.074, Florida Statutes; State of Florida Department of Transportation Rules Chapter 14-48.0011, F.A.C., Inspection Bridges; and OSHA 29 CFR, Part 1926, Subpart C.
- Review the latest available bridge inspection reports prepared by the Florida Department of Transportation (FDOT) and any other agency.
- Generate recommendations, approvals, and/or certifications as required in the Bond Ordinance.
- Conduct annual Traffic and Revenue Study.
- Review and analyze, on a continuing basis, PROS's monthly traffic revenue and expense statements for the Rickenbacker Causeway toll facility, as well as other traffic reports, information and data furnished by PROS.
- Prepare and submit to PROS bi-yearly 12 copies of a report of the traffic, operation and revenue aspects of the Rickenbacker Causeway toll facility; the reports shall compare the results of the current year's operation with the previous year's operation, as well as the forecasts contained in the Official Statement of Series 2013 Bonds or successors for the toll facility.
- Conduct a detailed annual inspection of beach erosion on the improved beaches within the public right of way on Hobie Island and Virginia Key and provide recommendations for corrective actions.
- Provide expert testimony in judicial or quasi-judicial proceedings regarding toll revenues and existing or proposed revenue producing facilities.

- Make recommendations for advisable revisions or modifications and determination of the amount that shall be deposited on an annual basis into the Renewal, Replacement, and Improvement Fund in accordance to Section 704 of the Bond Ordinance for inclusion in the Annual Budget.
- Make recommendations on the amount of insurance that PROS should carry to cover replacement costs arising from damage to or destruction of part or all of the transportation facilities as defined by the Resolution in accordance with Section 706 of the Bond Ordinance and subsequent supplemental resolutions, comprehensive public liability insurance covering bodily injury and property damage, and any other coverage that PROS may deem necessary.
- Prepare a Consulting Engineer's Report setting forth the findings by review of reports and site observations that the Rickenbacker Causeway has been maintained in good repair and working order, as well as provide advice on proper maintenance and operation.
- Attend meetings with PROS staff, consulting engineers, officials of the Bond Finance Committee or any other person(s) as deemed necessary by PROS upon request.
- Provide general engineering support for the Rickenbacker Causeway as needed, including, but not limited to, future bond feasibility report services, origin and destination studies, traffic surveys, financial feasibility study, and toll rate structure study.

PROJECT LOCATION: Rickenbacker Causeway

PRIMARY COMMISSION DISTRICT: District 7: Xavier L. Suarez

APPROVAL PATH: Board of County Commissioners (Board)

USING DEPARTMENT: PROS

MANAGING DEPARTMENT: PROS

Fiscal Impact/Funding Source

The fiscal impact will be approximately \$2,000,000.00. The work is to be funded by the Rickenbacker Causeway Fund.

FUNDING SOURCES:	<u>SOURCES</u>	<u>PROJECT NO.</u>	<u>AMOUNT</u>
	Rickenbacker CSWY Funds	20140151	\$2,000,000.00

**OPERATIONS/
 MAINTENANCE COST
 IMPACT / FUNDING:** N/A

**LIFE EXPECTANCY
 OF ASSET:** N/A

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

**CAPITAL BUDGET
 PROJECTS:**

<u>CAPITAL BUDGET PROJECT # - DESCRIPTION</u>	<u>AMOUNT</u>
9999999 – Non Capital Project This Project will be funded from the Rickenbacker Causeway Fund operating Budget Funding Year: FY 2015-16	\$2,000,000.00

**PROJECT
 TECHNICAL
 CERTIFICATION
 REQUIREMENTS:**

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	3.02	Highway Design
Prime	3.04	Traffic Engineering Studies
Sub	3.03	Bridge Design
Sub	3.05	Traffic Counts
Sub	3.07	Traffic Signal Timing
Sub	3.09	Signing, Pavement Marking, and Channelization
Sub	3.10	Lighting
Sub	3.11	Signalization
Sub	3.12	Underwater Engineering Inspections
Sub	9.02	Geotechnical and Materials Engineering Services
Sub	10.10	Coastal Processes and Ocean Engineering
Sub	11.00	General Structural Engineering
Sub	12.00	General Mechanical Engineering
Sub	13.00	General Electrical Engineering
Sub	14.00	Architecture

**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:** One (1) Proposal

**CONTRACT
PERIOD:** 1095 Days – Excludes Warranty Administration Period.
This Agreement shall remain in full force and effect for three (3) yeas
after its date of execution or until completion of all project phases,
whichever occurs last, unless terminated by mutual consent of the
parties hereto.

**IG FEE INCLUDED IN
BASE CONTRACT:** No

**ART IN PUBLIC
PLACES:** No

BASE ESTIMATE: \$1,818,181.82

**BASE CONTRACT
AMOUNT:** See PSA Attachment A - Wages

CONTINGENCY ALLOWANCE: (SECTION 2-8.1 MIAMI-DADE COUNTY CODE)	<u>TYPE</u>	<u>PERCENT</u>	<u>AMOUNT</u>	<u>COMMENT</u>
	PSA	10%	\$181,818.18	

**TOTAL DEDICATED
ALLOWANCE:** \$0.00

TOTAL AMOUNT: Not to Exceed \$2,000,000 (See PSA Attachment A - Wages)

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 December 11, 2014, a Notice to Professional Consultants (NTPC)
was issued under a full and open competition. A project briefing
meeting was conducted on December 16, 2014, that was open to all
interested parties. On January 5, 2015, one (1) proposal was
received. The proposal was not opened as Section 3.2, Selection

Process, of the NTPC states the following: "...in the event that the County receives fewer than three proposals, the County in its sole discretion may extend the proposal submittal deadline date, denoted in Section 1.8, Schedule, provided that proposal(s) have not been opened." As a result, Addendum No. 3 was issued on January 8, 2015, extending the submittal deadline date to January 16, 2015. No additional proposals were received on the aforementioned date.

At the First Tier meeting held on March 10, 2015, the Competitive Selection Committee (CSC) reviewed the one (1) proposal. At this meeting, it was determined that HDR Engineering, 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 HDR Engineering, Inc. to the Mayor for approval to negotiate a contract. The negotiation with the firm occurred on February 2, 2016.

SUBMITTAL DATE: January 16, 2015

**ESTIMATED NOTICE
TO PROCEED:** June 14, 2016

**PRIME
CONSULTANT:** HDR Engineering, Inc.

**COMPANY
PRINCIPALS:** Charles T. Sinclair, P.E.

**COMPANY
QUALIFIER:** Charles T. Sinclair, P.E.

**COMPANY EMAIL
ADDRESS:** chuck.sinclair@hdr.com

**COMPANY STREET
ADDRESS:** 15450 New Barn Road, Suite 304

**COMPANY CITY-
STATE-ZIP:** Miami Lakes, Florida 33014

**YEARS IN
BUSINESS:** 99 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, HDR Engineering, Inc. has been awarded seven (7) contracts with Miami-

Dade County in the last five (5) years with a dollar value of \$44,850,000.00.

SUB-CONSULTANTS: Geosol, Inc., HBC Engineering Company, Intera Incorporated, Architects International, Inc., Collins Engineers, Incorporated, A.D.A. Engineering Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: N/A

APPLICABLE WAGES (RESOLUTION NO. R-54-10): No

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

<u>TYPE</u>	<u>GOAL</u>	<u>COMMENT</u>
SBE-A/E	16%	
CWP	Not Applicable	

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER: Alejandro Martinez-Esteve, RA, LEED AP (305) 375-2097
AlexM@miamidade.gov

PROJECT MANAGER: Mike Bauman (305) 854-2614
MikeB@miamidade.gov

BACKGROUND: The Rickenbacker Causeway consists of approximately 1.2 miles of bridge structures – the West Bridge, the William Powell Bridge, and the Bear Cut Bridge and approximately 2.4 miles of roadway built on dredged fill with a toll facility at the western terminus. It has been operated as a toll road since its original opening in 1947 and is currently a one-way tolling facility.

Attachments

DEPARTMENT
FINANCE:

Michael W. Ryz
PROS FINANCE OFFICER

2016/04/20
DATE

INDEX CODES:

PRERKCSWSR13

BUDGET
APPROVAL

FUNDS AVAILABLE:

Jennifm
OMB DIRECTOR

6/8/16
DATE

APPROVED AS TO
LEGAL
SUFFICIENCY:

EWJ
COUNTY ATTORNEY

6/24/16
DATE

APPROVED FOR
EXECUTION:

Carlos A. Gimenez
CARLOS A. GIMENEZ
MAYOR

7/6/16
DATE

EXHIBIT A
Public Works and Waste Management Department
Rickenbacker Causeway Structure Inventory

Rickenbacker Toll Plaza

Administration Building
2601 Brickell Avenue, Miami Florida – 33129
Built 1985
Toll Plaza
Toll collection equipment

West Bridge # 874541

North
South - Built 1944

William Powell Bridge # 874545

Year Built - 1985

Bear Cut Bridge # 874544

North - 1944
South - Built 1983

East Fishing Pier (old bay bridge) # 874543

(under water soundings)
(fender system & lighting)

Maintenance Operations Building

4299 Rickenbacker Causeway, Key Biscayne Florida – 33149
Built 1954

Comfort Station #1 (Hobie Island)

Comfort Station #2 (Virginia Key Beach south side)

Comfort Station #3 (Bear Cut Bridge)

Roadway Pavement and Markings
Regulation Buoy Line System (36 buoys)
Drainage
Guardrail
Beach Access Gates
Concession Site Pads
Streetlights
Digital Speed Signs
Regulation Signage
Multi-Use Pedestrian Pathways
Parking Lots
Beach Sand and Dunes
Landscape

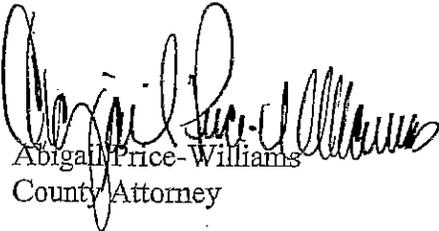


MEMORANDUM

(Revised)

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

DATE: November 1, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(31)

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)(31)
11-1-16

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF THE NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT NOT TO EXCEED \$2,000,000.00 TO HDR ENGINEERING, INC. FOR RICKENBACKER CAUSEWAY BOND ENGINEERING SERVICES, LOCATED WITHIN COMMISSION DISTRICT 7, (PROJECT NO. E14-PWWM-08) CONTRACT NUMBER 20140151; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT

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 the non-exclusive Professional Services Agreement in the amount not to exceed \$2,000,000.00 to HDR Engineering, Inc. for Rickenbacker Causeway Bond Engineering Services (Project No. E14-PWWM-08; Contract No. 20140151); and authorizes the County Mayor or County Mayor's designee to execute the agreement in substantially the form attached hereto.

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
Jose "Pepe" Diaz
Sally A. Heyman
Dennis C. Moss
Sen. Javier D. Souto
Juan C. Zapata

Daniella Levine Cava
Audrey M. Edmonson
Barbara J. Jordan
Rebeca Sosa
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 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.



Eduardo W. Gonzalez

PARKS, RECREATION AND OPEN SPACES
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
RICKENBACKER CAUSEWAY BOND ENGINEERING SERVICES

CONTRACT NO. E14-PWWM-08

FEBRUARY 2016



Carlos A. Gimenez, Mayor

BOARD OF COUNTY COMMISSIONERS

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District 1
Jean Monestime, Chairman
District 2
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District 4
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District 5
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District 6
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District 8
Dennis C. Moss
District 9
Senator Javier D. Souto
District 10
Juan C. Zapata
District 11
Jose "Pepe" Diaz
District 12
Esteban Bovo, Jr., Vice Chairman
District 13

Harvey Ruvín, Clerk of Courts

Jack Osterholt, Deputy Mayor

R. A. Cuevas, Jr., County Attorney

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In employment and services and does not discriminate on the basis of handicap.

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PARKS, RECREATION AND OPEN SPACES
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
RICKENBACKER CAUSEWAY BOND ENGINEERING SERVICES
CONTRACT NO. E14-PWWM-08

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ATTACHMENT A – TRUTH-IN-NEGOTIATION CERTIFICATE

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and HDR Engineering, Inc., a Nebraska corporation authorized to do business in the State of _____ with offices in _____, Florida, hereinafter referred to as the "CONSULTANT".

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 CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the Rickenbacker Causeway Bond Engineering Services, Contract No. E14-PWWM-08 / Project No. 20140151, as more specifically described in SECTION II- PROFESSIONAL SERVICES of this Agreement for the Rickenbacker Causeway Facility, hereinafter referred to as the "PROJECT".

SECTION I – COUNTY OBLIGATIONS

The COUNTY agrees that the Miami-Dade County Public Works and Waste Management Department, hereinafter referred to as the "Department", shall furnish to the CONSULTANT 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 CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently confirming such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

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The Director of the Department or his/her designee, hereinafter referred to as the "Director", reserves the right to guarantee the accuracy of information provided by the COUNTY to the CONSULTANT. When such guarantee is provided in writing, the CONSULTANT shall not be compensated for independent confirmation of said information.

The Director shall issue written authorization to proceed to the CONSULTANT for each section of the work to be performed hereunder. These authorizations are referred to as Work Orders. In case of emergency, the Director 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, in a form acceptable to the COUNTY, upon the Director's request prior to the issuance of a Work Order. No payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The Director shall confer with the CONSULTANT 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.

The Director reserves the right to assign the CONSULTANT's design work to another CONSULTANT, including but not limited to a CONSULTANT on a previous, successor or concurrent contract and further reserves the right to assign another CONSULTANT's design work to CONSULTANT. CONSULTANT shall not be responsible for the design work assigned to another CONSULTANT if the design work is not 100% completed by the CONSULTANT and submitted as final documents by the CONSULTANT and accepted by the COUNTY.

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

SECTION II – PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from the Director, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Order.

Said services may include, but not be limited to: Bond engineering services, management financial consulting services, and any supportive tasks ancillary to the primary scope of services as detailed on the Request for Price Proposals (identify..) and all applicable Addenda.

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

- A. Provide complete engineering services to: Maintain an adequate staff of qualified personnel on the project at all times to complete the scope in accordance with the terms specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole judgment, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (I.R.S.).
- B. Comply with all federal, state and local laws, regulations, codes, ordinances, resolutions and administrative orders 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 the Director upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director at any

time. The CONSULTANT shall reference all correspondence and work with the Work Order Number.

- E. Submit for COUNTY review, work schedules, cost estimates, design computations, drawings, 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, as applicable. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review. Drawings shall be in AutoCAD format in a version acceptable to the Department. Upon finalization of work the CONSULTANT shall submit hard copy reproducible as well as editable final product disks to the Department.
- 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 revisions thereof. The CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and omissions.
- G. Complete a preliminary check of any documents submitted for compliance with all county, city, state, and federal agencies as required prior to final approval of work by the Director,.
- H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION X – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

SECTION III – TIME FOR COMPLETION

The services to be rendered by the CONSULTANT is for three (3) years from the effective date of this Agreement, excluding Warranty Administration Period. This Agreement shall remain in full force and effect for three (3) years after its date of execution or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties hereto.

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.

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 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 sub-consultants/subcontractors, third-party consultants/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 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 a fee representing full compensation for the performance of the services specified herein. The CONSULTANT shall submit monthly invoices for all Work in progress using a format and procedure provided by the Department and in accordance with the Prompt Payment Ordinance No. 94-40. Invoices shall be submitted within one hundred twenty (120) days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the CONSULTANT if the COUNTY determines that the CONSULTANT submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined in subsections A, B and C below as specified in a written task authorization to proceed approved by the Director or the Director's designee:

A. Fee for Professional Services as a Multiple of Direct Salary Cost and Fixed Hourly Rate:

The fee for professional services rendered by the CONSULTANT'S employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the Work times a negotiated multiplier of 2.9 for Office Employees, 2.5 for the CONSULTANT'S employees working in COUNTY offices and 2.2 for all Field Employees. Invoicing by the CONSULTANT for persons not specifically provided for above shall be prohibited without the advance written approval of the Director for good cause shown and documented in the project file. The Director shall approve such invoicing only in the event that it is necessary to address unique project needs. Office Personnel shall mean personnel that are located in the home offices of the CONSULTANT and/or Subconsultant(s), when such home offices provide office space. Field Personnel shall mean personnel that are performing duties in the field or outside of the home offices of the CONSULTANT and/or Subconsultant, and at offices of the COUNTY for more than thirty (30) days, but not considered permanent. This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the Work, such as salaries of all employees including clerical staff, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses. Clerical staff is defined to include secretarial, word processing and staff performing administrative functions. The COUNTY has the right to verify the rates and multipliers used in this AGREEMENT through an audit. No escalation will be permitted. Compensation to CONSULTANT shall be limited by the multipliers, maximum rate of compensation, and maximum raw hourly rates set forth for the CONSULTANT in this Section. Invoicing by the CONSULTANT for services in excess of this limitation shall be prohibited without the advance written approval of the Director for good cause shown and documented in the project file. The Director shall approve such invoicing only in the event that it is necessary to address unique project needs.

1. For employees that are on an hourly basis and are required to be paid overtime, compensation for overtime Work considered necessary and previously authorized in advance by the Director or the Director's designee in writing shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours of overtime). Principals and all salaried employees shall not receive additional compensation for performance of overtime Work. Overtime is defined as Work in excess of forty (40) hours per week. The multiplier rate in Section V.A.1 does not apply.

- 3) Labor rates (Direct Salaries) shall be in accordance with the list of employees and rates supplied by the CONSULTANT and its Subconsultant(s), and made a part hereof as Attachment "A" and shall be consistent with prevailing local wage rates paid for similar Work to similar employee classifications and subject to approval by the Director or the Director's designee prior to starting Work.

- 4) The CONSULTANT and its Subconsultant(s) shall not invoice the COUNTY for charges for office, rent or overhead expenses of any kind including, but not limited to: insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, customary computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, or clerical work. Nor shall the CONSULTANT invoice for employee time not directly related to the Work or travel and subsistence not directly related to the Work. The multiplier factor set forth in Section V.A.1. above shall cover all such costs pertinent to the Work.

- 5) All payments to Subconsultant(s) employed hereunder shall be the sole responsibility of the CONSULTANT unless otherwise provided for herein or within a written task authorization to proceed. The CONSULTANT shall not submit invoices, which include charges for services by Subconsultant(s), unless such services have been performed satisfactorily and the charges are, in the opinion of the CONSULTANT, payable to such Subconsultant(s).
- 6) The CONSULTANT shall promptly make all payments to such Subconsultant(s) following receipt by the CONSULTANT of corresponding payment from the COUNTY. Prior to any payments to Subconsultant(s), the CONSULTANT shall, if requested by the Director or the Director's designee, furnish to the COUNTY a copy of the agreement(s) providing for such payments: Compensation rate to Subconsultants(s) authorized by the Director as services shall not exceed the CONSULTANT'S rates referenced above unless otherwise approved in advance by the Director or the Director's designee.
- 7) The CONSULTANT and its Subconsultant(s) shall be compensated at the flat rate of Two Hundred dollars (\$200.00) per hour for the time a Principal(s) is/are engaged directly in the Work. This rate shall not be subject to the negotiated multiplier. The Director reserves the right to substitute Principals in its sole discretion upon request by the CONSULTANT.
- 8) Not To Exceed: Under this compensation, the CONSULTANT is compensated for the actual time of personnel engaged directly in performing services under this AGREEMENT. A not to exceed cap for the total fee for each assignment given under

this compensation basis may be established prior to the issuance of the task authorization to proceed. The compensation method shall be in accordance with the compensation schedule as shown in Section V.A.1 of this AGREEMENT.

B. Lump Sum Fee: The fee for any requested portion of Work may be, at the option of the Department, a lump sum mutually agreed upon by the Director or the Director's designee and the CONSULTANT. The lump sum fee will be estimated based on the direct salaries times the negotiated multiplier times the hours per employee. Designated lump sum fees shall be stated in the written task authorization to proceed. Lump sum fees shall NOT include any reimbursable expenses, which must be separately accounted and paid on the basis of original receipts and actual costs.

C. Reimbursable Expenses: The CONSULTANT may be compensated on a direct reimbursement basis for certain Work-related expenditures not covered by fees for engineering services, provided such expenditures are reasonable and previously authorized by the Director or the Director's designee in writing. Reimbursable expenses typically are not considered the cost of doing day-to-day business and may include:

- 1) Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment, software licenses and instruments necessary for the efficient performance of the Work, provided that such equipment and instruments become the property of the COUNTY upon Work completion.
- 2) Expenses for travel (except commuting)-the CONSULTANT shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an

“authorized person” pursuant to the terms of Section 112.061, Florida Statutes, and the County’s Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director or the Director’s designee. For the purposes of this Section, the principal place of business shall be considered the CONSULTANT’S local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the CONSULTANT shall maintain accurate records in a format and procedure provided by the Department, and the CONSULTANT shall submit said records with their invoices.

- 3) Reimbursable expenses of the CONSULTANT and approved Subconsultants shall be identified on a direct cost basis. Mark-ups as a percentage of salary costs are not permissible and will not be reimbursed or paid.
- 4) The CONSULTANT shall be required to submit original receipts of all reimbursable expenses for task authorizations to proceed issued on a time and material basis and lump sum.
- 5) Items not listed shall be reviewed on a case-by-case basis and shall require approval in advance by the Director or the Director’s designee.

D. Maximum Compensation: The total of all payments to the CONSULTANT pursuant to this AGREEMENT shall not exceed Two Million dollars (\$2,000,000.00), inclusive of contingencies for an effective term of three (3) years. No minimum amount of compensation is guaranteed to the CONSULTANT. Maximum Compensation may not be increased for the entire duration of the AGREEMENT without approval by the Mayor or Mayor’s designee in accordance with his powers granted under Section 2-8.2.12 or if

beyond such authority, through written amendment approved by the Board of County Commissioners.

E. Compensation for Other Services (IF APPLICABLE):

Surveying and Testing Services: In the event surveying and testing services are required during the Project and such work is authorized by the Director or his designee, the CONSULTANT shall be compensated for performance of said work and the rates shall not exceed the negotiated rates under the latest Miami-Dade County contract and schedule of payment.

F. Truth-In-Negotiation Certification of Wage Rates: Attached hereto as Attachment "A" is the Truth-in-Negotiation Certificate required by Administrative Order 3-39 and Section 287.055(5)(a), Florida Statutes. The CONSULTANT hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this Section, are accurate, complete and current as of the date of this AGREEMENT. It is further agreed that said compensation shall 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. The COUNTY reserves the right to request a certified copy of the CONSULTANT'S payroll at any time during the term of this agreement.

G. County Discretion To Negotiate: Notwithstanding and prevailing over any other provision of this AGREEMENT, the COUNTY reserves the right in its sole discretion, through the

Director or the Director's designee, to negotiate fees and rates with the CONSULTANT, mutually acceptable to the COUNTY and the CONSULTANT, that are less than those set forth herein for particular projects, including but not limited to, a lower multiplier and hourly rates.

SECTION VI – INTENTIONALLY OMITTED

SECTION VII – METHODS OF PAYMENT

The COUNTY agrees to make monthly or partial payments to the CONSULTANT, in accordance with Prompt Payment Ordinance No. 94-40, currently in effect or as amended in the future, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT is responsible to submit invoices that do not contain charges that are more than 120 days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice for correction and resubmittal. The CONSULTANT agrees to provide all records necessary to substantiate payment request to the COUNTY. Payments shall be made in accordance with the following methods:

A. Time and/or material for Professional Fees and/or Reimbursable Expenses

- (1) The CONSULTANT shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular authorization to proceed that authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the CONSULTANT shall submit a "Utilization Report" form in accordance with the Regulatory and Economic Resources Department's requirements. Invoices shall not be considered valid without said form.
- (3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or

mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Section V, Compensation, hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. Lump Sum Fee

- (1) The CONSULTANT shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the CONSULTANT shall submit a "Utilization Report" form in accordance with the Regulatory and Economic Resources Department's requirements. Invoices shall not be considered valid without said form.
- (3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous billings.
- (4) Payments shall be calculated on a percentage of work completed.

SECTION VIII – SCHEDULE OF WORK

The Director shall have the sole right to determine on which parts or phases of the work the CONSULTANT shall proceed and in what order. The Work Order(s) issued by the Director shall cover in detail the scope, specific deliverables, time for completion, method of payment and compensation for the professional services requested in connection with each part or phase of work.

SECTION IX – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT in accordance with the normal degree of care and skill of other reputable Engineers providing similar services on similar projects of like size and nature at the same time and in the same locale.

In the event the CONSULTANT and COUNTY are unable to resolve their differences concerning any determination made by staff or any dispute or claim arising under or relating to the Contract, either the CONSULTANT or COUNTY may initiate a dispute in accordance with the procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

The parties to this contract hereby authorize the Public Works and Waste Management Director, functioning as the Contracting Officer or his/her designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract and this decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The parties hereto further agree that, upon timely request under this Section, both the CONSULTANT and COUNTY are entitled to a hearing before the Contracting Officer, or his/her designee, at which both CONSULTANT and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.

If either party wishes to protest the determination of the Contracting Officer, such party may commence an appeal in a Court of competent jurisdiction no later than 30 calendar days from the issuance of the Contracting Officer's written decision, it being understood that the review of the Court shall be limited to the question of whether or not the Contracting Officer's determination was arbitrary and capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

Pending final decision of a dispute hereunder, the CONSULTANT shall proceed diligently with the performance of the Contract and in accordance with the COR's interpretation.

SECTION X - OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, 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 CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall upon payment of all amounts rightfully owed by the COUNTY to the CONSULTANT herein become the property of the COUNTY without restrictions or limitations. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The CONSULTANT shall represent 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 CONSULTANT in the performance of this Agreement. All drawings shall be AutoCAD format in a version acceptable to the Department, produced by computer in files maintained on disks. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the Director. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION XI – REUSE OF DOCUMENTS

The CONSULTANT may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The Director shall not accept any reused data containing an excess of irrelevant material, which has no connection with the applicable portion of the work. The COUNTY shall not re-use design documents on other projects not contemplated under this Agreement. Any such re-use shall be at the COUNTY's sole risk without legal liability to the CONSULTANT.

SECTION XII – NOTICES

Any notices, reports or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail, electronic media or delivered in person to the Director. 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 or parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with the 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 of 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 three (3) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY, including but not limited to audited financial statements, balance sheets and other financial records. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the CONSULTANT,

the CONSULTANT shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

SECTION XV – SUBCONTRACTING AND ASSIGNMENT

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the Director. When applicable and upon receipt of such consent in writing, the CONSULTANT shall cause the names of firms responsible for portions of each specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Sub-consultant(s).

In addition, and as applicable, the CONSULTANT agrees to comply with the Miami-Dade COUNTY Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE-A/E) Program. The COUNTY has established a contract measure of 16% SBE-A&E sub-consultant goal. A. Sub-consultant(s)

The compensation for services rendered by the Sub-consultant(s) shall be in accordance with this Section and Section V - COMPENSATION. The Sub-consultant(s) authorized to perform professional services associated with this Agreement are:

A.D.A. Engineering, Inc., Architects International, Inc., Collins Engineers, Inc.,

Geosol, Inc., Intera Incorporated, HBC Engineering Company

In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Sub-consultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, in Section V of this agreement.

All services provided by the Sub-consultant(s) shall be pursuant to appropriate agreements between the CONSULTANT and the Sub-consultant(s) which shall contain

provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY.

Sub-consultant(s) other than those listed above may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. The COUNTY reserves the right at any time to withdraw the approval of a Sub-consultant, if it decides that the services performed by the Sub-consultant, are not acceptable to the COUNTY.

The CONSULTANT shall not change any Sub-consultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution.

SECTION XVI.- CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY approved Sub-consultant(s), 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 certifies 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 Sub-consultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director shall have the right to annul this Agreement without liability.

SECTION XVII – TERMINATION OF AGREEMENT

It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or by declining to issue Work Orders, 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, found acceptable to the COUNTY, 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 three (3) years effective term after its date of execution, provided that the maximum compensation set forth in Section V(D) is not reached by the completion of the initial effective term (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 the contract is terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XXIII, and Section XXV hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance to Section V hereof.

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10 %) of the original Contract Duration. Pursuant to a written request by the Consultant for a time extension for reasons exhibited in Sections III and IV, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department A/E, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency

Allowance time extensions shall not exceed ten percent (10 %) of the original Contract Duration rounded off to the next whole number.

SECTION XIX -- DEFAULT

In the event the CONSULTANT fails to materially comply with the provisions of this Agreement, the Director may declare the CONSULTANT in default by thirty (30) days prior written notification and an opportunity and failure to cure. In such event, the CONSULTANT shall only be compensated for any professional services completed as of the date of termination. 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 receipt of written notice that said sums are due. The CONSULTANT shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce the provisions of the Agreement, the COUNTY shall be compensated by the CONSULTANT for reasonable attorney's fees and court costs.

Scrutinized Companies - By executing this Agreement through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The County shall have the right to terminate this Agreement for default if the CONSULTANT is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

SECTION XX -- INDEMNIFICATION AND INSURANCE

Consultant, in accordance with Section 725.08, Florida Statutes, shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs,

including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

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 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 s) under this agreement.

The CONSULTANT shall not commence any work pursuant to this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division.

The CONSULTANT shall furnish to the Miami-Dade County, c/o Miami-Dade Public Works and Waste Management Department, Construction Division, 111 NW 1st Street, 14th Floor, 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 Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis 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.

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

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT.

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.

**NOTE: 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 CONSULTANT of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

SECTION XXI – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 -category four), the COUNTY will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above-referenced amount:

In accordance with Florida Statute 287.055 5(a), 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 shall 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 three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XXII – APPLICABLE LAWS

The CONSULTANT agrees to abide and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Agreement, any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. Applicable local laws and ordinances include but are not limited to the following, all as they may be amended from time to time:

Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.

- A. The CONSULTANT shall comply with the requirements of MDC Code Sections 2-10.4.01 and 10-38, and Implementing Order No. 3-32; COMMUNITY BUSINESS ENTERPRISE (CBE-

A/E) PROGRAM FOR THE PURCHASE OF ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, OR SURVEYING AND MAPPING SERVICES.

- B. The CONSULTANT shall comply with the requirements of MDC Code Section 2-1076 -- Office of the Miami-Dade County Inspector General (IG)
- C. The CONSULTANT shall comply with the procedures contained in the FALSE CLAIMS Ordinance MDC Code Article XV Sections 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.
- D. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL 33152-1550:
- (1) A source of income statement;
 - (2) A current certified financial statement;
 - (3) A copy of the CONSULTANT'S Current Federal Income Tax Return.
- E. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Office of the Governor Executive Order No. 11-02. The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons assigned or authorized by the Consultant to perform work pursuant to the Contract with the County.
- F. Ordinance 07-65 (Sustainability Building Program) -- IF APPLICABLE - The primary mechanism for determining compliance with the Sustainable Building Program shall be the U.

S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

1. New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
2. Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
3. Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).
4. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

G. Energy Efficient Building Tax Credit (IF APPLICABLE) – The Energy Policy Act (EP Act) of 2005 (Section 1331) as established IRS Section 179D, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-in-service after December 31, 2005. This incentive was recently extended by the Emergency Economic Stabilization Act of 2008, to include improvements placed-in-service before January 1, 2014. The returns may be amended going back three tax years, so projects that come on line in 2007 or afterwards are eligible.

The Consultant is designated as the Designer/Construction Manager ("the Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for:

1. The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").
2. If County and the Internal Revenue Service (IRS) determine that HDR Engineering, Inc. the Consultant is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to County (the determination of rebate versus discount to be determined by County in its sole discretion) in an amount equal to the total financial benefit realized by HDR Engineering, Inc. the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.
3. County reserves the right to retain a third party consultant (the "Consultant") –to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the "Consultant" as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.
4. The County agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of County.

SECTION XXIII – 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 contracts. 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/Consultant under this contract 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 Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor/Consultant 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/amendments and all contract 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 in order to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the (Contractor/ Vendor/ Consultant) 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 (Contractor/ Vendor/ Consultant) 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 contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

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

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors/subconsultants and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

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 (Contractor/Vendor/Consultant) or third parties.

Exception: 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 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.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG): The attention of the Contractor/Consultant is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor/Consultant and County in connection with this contract/agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to project design, establishment of bid specifications, bid submittals, activities of Contractor/Consultant, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon (10) ten days written notice to Contractor/Consultant from an IPSIG, the Contractor/Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's/Consultant's possession, custody or control which, in the IPSIG'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 and unsuccessful subcontractors/subconsultants and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document; 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 provisions in this Section shall apply to the Contractor/Consultant, its officers, agents and employees. The Contractor/Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor/Consultant in connection with the performance of this agreement. Nothing in this contract shall impair any independent right of the County to conduct audit 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 Contractor/Consultant or third parties.

SECTION XXIV – AFFIRMATIVE ACTION

The CONSULTANT'S Affirmative Action Plan submitted pursuant to Miami-Dade County Code Section 2-8.1.5, as approved by the Internal Services Department, and any 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. The Director may declare the CONSULTANT in default of this Agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXV – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

The CONSULTANT's attention is directed to Miami-Dade County Section 2-8.1.4, 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 to 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 or Public Health Trust contract and debarment procedures of the COUNTY.

SECTION XXVI - SANCTIONS FOR CONTRACTUAL VIOLATIONS

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate the contract or require the termination or cancellation of the sub-consultant contract. In addition, a violation by a respondent or sub-consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

SECTION XXVII – BUSINESS APPLICATION AND FORMS

The CONSULTANT shall be a registered vendor with the COUNTY – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the CONSULTANT to update and file the Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form) with the Department of Procurement Management (DPM), Vendor Assistance Unit for any changes for the duration of this Agreement, including any option years.

The Proposer is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Section 2-11.1(d) of Miami-Dade County Code, requires any county employee or any member of the employee’s immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or

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applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the COUNTY's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

SECTION XXVIII – ERRORS AND OMISSIONS (AS APPLICABLE)

The COUNTY shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc. that the COUNTY may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or omissions in the bid documents that were prepared by the CONSULTANT. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

It is specifically agreed that any construction changes identified by the COUNTY as an error in the bid documents that were prepared by the CONSULTANT may constitute an additional cost to the COUNTY that would not have been incurred without the error. The CONSULTANT agrees to be responsible for direct damages to the COUNTY, to the extent such damages were caused by the CONSULTANT'S negligence.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes identified by the COUNTY as an omission in the bid documents

that were prepared by the CONSULTANT may constitute an additional cost to the COUNTY that would not have been incurred without the omission. The CONSULTANT agrees to be responsible for direct damages to the COUNTY, to the extent such damages were caused by the CONSULTANT'S negligence.

The CONSULTANT shall participate in all negotiations with the contractor related to this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the contractor shall constitute a waiver of CONSULTANT'S rights to contest the appropriateness or amount of any settlements or change orders.

To obtain recovery for errors and/or omissions covered in paragraphs A and B above, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT'S insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT'S insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT'S insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above provided, however, the Parties agree that in no event shall CONSULTANT be responsible for the cost of construction changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this Section shall not preclude or limit in any way the CONSULTANT'S indemnification obligations to the COUNTY pursuant to Section XX of this Agreement, or preclude or limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur."

SECTION XXIX – ENTIRETY OF AGREEMENT

This writing and its attachments 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 modifications 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 constructed 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:

HARVEY RUVIN, CLERK OF THE BOARD

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

By: _____

By: _____
County Mayor

ATTEST _____

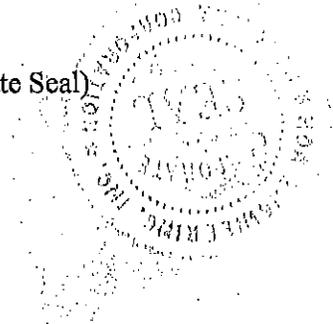
CONSULTANT COMPANY NAME
HDR ENGINEERING, INC.

By: Bonnie J. Kudron
Asst. Corporate Secretary

By: CTB
Charles T. Sinclair-Sr. Vice President

Approved as to form
and legal sufficiency: _____
Assistant County Attorney

(Corporate Seal)





January 29, 2016

A&E Consultant Selection Coordinator
 Internal Services Department
 111 NW 1 Street, Suite 1300
 Miami, Florida 33128-1909

SUBJECT: Truth-In-Negotiation Certification of Wage Rates
Contract Number E14-PWWM-08, Truth-In-Negotiation Certification of Wage
Rates – Rickenbacker Causeway Bond Engineering Services, Project No.
20140151.

1. The hourly rates provided below are true and accurate as of January 29, 2016.
2. Professional Services provided by personnel in various projects are listed below along with position, raw hourly rate, job category and responsibility, and category rate cap.

Employee Name	Position	Raw Labor Rate	Job Responsibility	PSA Category
Charles Sinclair, PE	Project Principal	\$111.22	Quality Assurance	Project Principal/Quality Assurance
Santanu Roy, PTP	Project Manager	\$76.77	Project Manager/ Traffic & Revenue Studies	Senior Project Manager/ Technical Experts
Will Suero, PE	Quality Control	\$100.98	Quality Control Program	Senior Project Manager/ Technical Experts
Erki Suarez, PE	Transportation Business Group Manager	\$96.46	Roadway Systems - Roads	Senior Project Manager/ Technical Experts
Javier Manso, PE	Project Manager	\$57.69	Roadway Systems – Roads Cost Estimating	Project Manager & Registered Technical Experts

hdrInc.com

2937 SW 27 Avenue – Suite 107, Miami, FL 33133
 T 786-264-3855

Attachment A



Employee Name	Position	Raw Labor Rate	Job Responsibility	PSA Category
Dan Ford, PE	Senior Project Manager	\$67.72	Roadway Systems - Roads	Project Manager & Registered Technical Experts
Carl Sandin, PE	Transportation Engineer	\$45.67	Roadway Systems - Lighting	Project Manager & Registered Technical Experts
Emillo Corrales, PE	Project Manager	\$52.88	Roadway Systems - Sidewalks	Project Manager & Registered Technical Experts
Rohan Hameed, PE	Roadway Section Manager	\$85.79	Roadway Systems - Drainage	Senior Project Manager/ Technical Experts
Rit Ky, PE	Senior Project Engineer	\$60.00	Roadway Systems - Inspection	Project Manager & Registered Technical Experts
Tony Sabbag, CGC	CEI Senior Project Engineer	\$68.58	Roadway Systems - Inspection	Project Manager & Registered Technical Experts
Diego Ruiz, PE	Transportation Designer	\$32.24	Roadway	Project Manager & Registered Technical Experts
Nelson Canjura, PE	Bridge section Manager	\$87.63	Bridges and Marine Structures	Senior Project Manager/ Technical Experts
Pedro Loureiro, PE	Bridge Engineer	\$51.51	Bridges and Marine Structures	Project Manager & Registered Technical Experts
Jimin Huang, PE	Senior Bridge Engineer	\$59.18	Bridges and Marine Structures	Project Manager & Registered Technical Experts

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 T 786-264-3855 F 786-264-3851

Attachment A



Employee Name	Position	Raw Labor Rate	Job Responsibility	PSA Category
Robert Brunner, PE	Project Manager	\$87.87	Bridges and Marine Structures	Senior Project Manager/ Technical Experts
Jingcheng Wu, PE	ITS Project Manager	\$75.55	Traffic Engineering, Signals & Signage Tolling/ITS	Senior Project Manager/ Technical Experts
Alex Zhu, PhD, PE	ITS Engineer	\$50.31	Traffic Engineering, Signals & Signage	Project Manager & Registered Technical Experts
Aaron Zhou, PhD, PE	ITS Engineer	\$56.92	Traffic Engineering, Signals & Signage	Project Manager & Registered Technical Experts
Richard Atta-Armah	Traffic Section Manager	\$77.84	Traffic Engineering, Signals & Signage	Senior Project Manager/ Technical Experts
Jamie Krzeminski, PE, PTOE	Senior Project Manager	\$58.28	Traffic Engineering, Signals & Signage	Project Manager & Registered Technical Experts
Steve Speth, PE, PTOE	Senior Traffic Engineer	\$57.44	Traffic Engineering, Signals & Signage	Project Manager & Registered Technical Experts
Smith Siromaskul, PE	Senior Traffic Engineer	\$60.51	Traffic Engineering, Signals & Signage	Project Manager & Registered Technical Experts
Lenore Horton, PE	FL Water Business Group Manager	\$72.46	Utility Engineering	Senior Project Manager/ Technical Experts
Kathy Ovalle, PE	Water/Wastewater Engineer	\$32.67	Utility Engineering	Project Manager & Registered Technical Experts

hdrInc.com.

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 T 786-264-3865 F 786-264-3851

Attachment A



Employee Name	Position	Raw Labor Rate	Job Responsibility	PSA Category
Steve Schnell, AICP	Senior Planner	\$70.69	Environmental/ Shoreline/ Beaches	Senior Project Manager/ Technical Experts
Stephane Gros, PhD	Principal Economist	\$95.21	Traffic & Revenue Studies Bond Monitoring & Compliance	Senior Project Manager/ Technical Experts
Luigi Casnell, PE	Traffic Section Manager	\$90.39	Traffic & Revenue Studies	Senior Project Manager/ Technical Experts
Hicham Haboussi	Senior Financial Analyst	\$50.47	Traffic & Revenue Studies	Senior Project Manager/ Technical Experts
Sharon Greene	Finance Market Sector Director	136.85	Financial Analysis	Senior Project Manager/ Technical Experts
Chris Williges	Senior Financial Analyst	\$108.16	Financial Analysis Bond Monitoring & Compliance	Senior Project Manager/ Technical Experts
Denise Reed	Survey & Assessments Manager	\$42.88	Surveys & Statistical Analysis	Non-Registered Technical Staff
Paul Alsina, PE	Transportation Program Manager	\$85.22	Bond Monitoring & Compliance	Senior Project Manager/ Technical Experts
Dennis Switaj	Toll Practice Leader	\$95.51	Tolling/ITS	Senior Project Manager/ Technical Experts
Alejandro Solis	Senior Economist	\$68.06	Tolling/ITS	Senior Project Manager/ Technical Experts
Phillip Riggio	Senior ITS Project Manager	\$75.17	Tolling/ITS	Senior Project Manager/ Technical Experts
Peter Garr, PE	Bridge Engineer	\$49.41	Structures	Project Manager & Registered Technical Experts

Attachment A



Employee Name	Position	Raw Labor Rate	Job Responsibility	PSA Category
Jannelle Chaviano, EI	Bridge Engineer Intern	\$30.03	Structures	Non-Registered Technical Staff
Jim Aronsohn, PE	Bridge Engineer	\$44.35	Structures	Project Manager & Registered Technical Experts
Teresa Chaparro	Bridge CADD Technician	\$30.79	CADD	Non-Registered Technical Staff
Eydar Castro	Structural CADD Technician	\$29.32	CADD	Non-Registered Technical Staff
Leah Mize	CADD Technician	\$34.59	CADD	Non-Registered Technical Staff
Edwige De Crumpe	Project Controls Manager	\$50.48	Project Controls	Non-Registered Technical Staff
Miriam Rodriguez	Project Coordinator	\$23.20	Project Coordinator	Administrative Support Staff
Samantha Marcos	Administrative Assistant	\$12.79	Administrative Assistant	Clerical, Document Control Staff

3. Rates listed above are certified as reported by an authorized representative of HDR.
4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.
5. Personnel assignments may vary subject to the scope and requirements associated with future task orders.
6. Rates listed above are certified as reported to the Internal Revenue Service.

Sincerely,

HDR Engineering, Inc.

Charles T. Sinclair, PE
Senior Vice President/Managing Principal

Attachment A



Corporate Office
 8550 NW 33rd Street, Suite 202
 Doral, Florida 33122
 T 305.551.4608
 F 305.551.8977
 www.adaeng.net

January 29, 2016

A&E Consultant Selection Coordinator
 Internal Services Department
 111 NW 1 Street, Suite 1300
 Miami, Florida 33128-1909

**SUBJECT: Truth-In-Negotiation Certification of Wage Rates
 Project Number E14-PWWM-08, Truth-In-Negotiation Certification of
 Wage Rates - Rickenbacker Causeway Bond Engineering Services**

1. The hourly rates provided below are true and accurate as of January 2016.
2. Professional Services provided by personnel in various projects are listed below along with position, raw hourly rate, job category and responsibility, and category rate cap.

Employee Name	Position	Raw Labor Rate	PSA Category
Ivette O. Argudin	Contract Specialist	\$87.52	Non-Registered Technical Staff
Cairo Cangas, PE	Roadway Engineer	\$64.00	Project Manager/ Registered Technical Experts
Jeffrey Hiscock, PE	Civil Engineer	\$49.52	Project Manager/ Registered Technical Experts
Abbie Wilson, PE	Civil Engineer	\$45.00	Project Manager/ Registered Technical Experts
Waddie Ruiz, PE	Civil Engineer	\$44.00	Project Manager/ Registered Technical Experts
Guillermo Santos-Perez, PE	Electrical Engineer	\$38.50	Project Manager/ Registered Technical Experts
Vivian Martinez	Project Administrative Support	\$31.00	Administrative Support

3. Rates listed above are certified as reported by an authorized representative of A.D.A. Engineering, Inc.

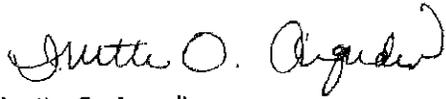
Attachment A

A&E Consultant Selection Coordinator
January 29, 2016
Page 2 of 2

4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.
5. Rates listed above are certified as reported to the Internal Revenue Service.

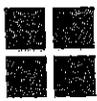
Sincerely,

A.D.A. Engineering, Inc.



Ivette O. Argudin
Executive Vice President

Attachment A



ARCHITECTS INTERNATIONAL, INC.
CERTIFICATION NO. AAC000693
ARCHITECTURE • ENGINEERING • INTERIOR DESIGN • CONSTRUCTION MANAGEMENT

February 1, 2016

A&E Consultant Selection Coordinator
Internal Services Department
111 NW 1 Street, Suite 1300
Miami, Florida 33128-1909

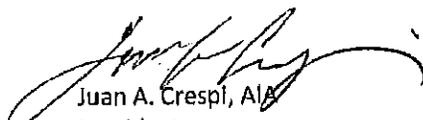
**SUBJECT: Project Number E13-WASD-08
Truth-in-Negotiation Certification of Wage Rates**

1. The hourly rates provided below are true and accurate as of February 1, 2016.
2. Professional Services provided by personnel in various projects are listed below along with raw hourly rate, position, job responsibility, and category title.

EMPLOYEE NAME	RAW LABOR RATE	Position	Job Responsibility	Category Title
Juan A. Crespi, AIA	79.33	Facility Architect	Architect	Expert Architect
Juan Fernandez-Barquin, PE	60.00	Facility Engineer/Threshold Inspector	Engineer	Expert Engineer

3. Rates listed above are certified as reported by an authorized representative of HDR.

Sincerely,
Architects International, Inc.


Juan A. Crespi, AIA
President

COLLINS ENGINEERS^{PC}

January 31, 2016

A&E Consultant Selection Coordinator
Internal Services Department
111 NW 1 Street, Suite 1300
Miami, Florida 33128-1909

SUBJECT: Truth-In-Negotiation Certification of Wage Rates
Contract Number E14-PWWM-08, Truth-In-Negotiation Certification of Wage Rates – Rickenbacker Causeway Bond Engineering Services, Project No. 20140151.

1. The hourly rates provided below are true and accurate as of January 29, 2016.
2. Professional Services provided by personnel in various projects are listed below along with position, raw hourly rate, job category and responsibility, and category rate cap.

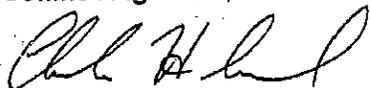
Employee Name	Position	Raw Labor Rate	Job Responsibility	PSA Category
Charles Conrad, PE	Principal	\$90.57	Managing Principal	Senior Project Manager/Technical Expert
Stephen Curtis, PE	Senior Engineer	\$80.52	Senior Technical Expert	Technical Expert
Mark Bostick, PE	Senior Engineer-Diver	\$59.40	Project Manager/Underwater Inspection Team Leader	Project Manager/Registered Technical Expert
Joshua Johnson, PE	Senior Engineer-Diver	\$64.00	Assistant Project Manager/Underwater Inspection Team Leader	Project Manager/Registered Technical Expert
Andrew Leedom, PE	Engineer-Diver	\$54.92	Underwater Inspection Team Leader	Registered Technical Expert
William Barna, PE	Engineer-Diver	\$50.00	Underwater Inspection Team Leader	Registered Technical Expert
Kevin Vello, PE	Engineer-Diver	\$47.18	Underwater Inspection Team Leader	Registered Technical Expert
Ryan Bell, PE	Engineer-Diver	\$47.88	Underwater Inspector	Registered Technical Expert

COLLINS ENGINEERS^{PC}

Employee Name	Position	Raw Labor Rate	Job Responsibility	PSA Category
Garrett Owens, PE	Engineer-Diver	\$37.88	Underwater Inspector	Registered Technical Expert
Allen Cantrell, PE	Engineer-Diver	\$36.50	Underwater Inspector	Registered Technical Expert
Gregory Desing, PE	Engineer-Diver	\$31.50	Underwater Inspector	Registered Technical Expert
Garrett Owens, PE	Engineer-Diver	\$37.88	Underwater Inspector	Registered Technical Expert
Adam Cox, EIT	Junior Engineer-Diver	\$28.90	Underwater Inspection Tender	Non-registered Technical Staff
Russell Richard, EIT	Junior Engineer-Diver	\$28.38	Underwater Inspection Tender	Non-registered Technical Staff
Matthew Rogers, EIT	Junior Engineer-Diver	\$27.75	Underwater Inspection Tender	Non-registered Technical Staff
Joseph Koenig, EIT	Junior Engineer-Diver	\$24.79	Underwater Inspection Tender	Non-registered Technical Staff
Michael Delveaux	Junior Engineer-Diver	\$27.47	Underwater Inspection Tender	Non-registered Technical Staff
William Gwaltney, EIT	Junior Engineer-Diver	\$24.48	Underwater Inspection Tender	Non-registered Technical Staff
Mark Hebert	Draftsman	\$25.21	Draftsman	Non-registered Technical Staff
Timothy Ray	Engineering Technician	\$27.12	Draftsman	Non-registered Technical Staff
Monica Santiago	Administrative Assistant	\$22.06	Administrative Assistant	Clerical
Rose Lort	Administrative Assistant	\$19.14	Administrative Assistant	Clerical

3. Rates listed above are certified as reported by an authorized representative of Collins.
4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.
5. Personnel assignments may vary subject to the scope and requirements associated with future task orders.
6. Rates listed above are certified as reported to the Internal Revenue Service.

Sincerely,
Collins Engineers, Inc.



Charles H. Conrad, PE
Division Manager/Managing Principal

Attachment A

From: [Chip Conrad](#)
To: [De Crumpe, Edwige](#)
Cc: [Stephen Curtis](#)
Subject: Collins Engineers, Inc. Wage Rate Certification - Rickenbacker Causeway Bond Engineering Services - E14-PWWM-08
Date: Sunday, January 31, 2016 2:57:41 PM
Attachments: [Image001.png](#)
[Image002.png](#)
[Rickenbacker Causeway - Collins Engineers Hourly Rates.doc](#)
Importance: High

Edwige,

Attached is Collins Engineers, Inc. Wage Rate Certification Letter you requested from Steve Curtis. The letter includes all personnel who could be possible participants in the above-referenced project.

As a matter of information, we have specific direct costs such as boat rental, dive pay, dive equipment rental, etc. We were not sure if this was to be addressed at the fee proposal development phase, or if it was something that was to be incorporated into the contract. Regardless, below are our non-negotiable direct costs:

Fixed Costs Description	Fixed Cost
Diver Rate (In diving or standby capacity)	\$120.00 per diver per day
Individual Dive Equipment Rental	\$30.00 per diver per day
20-21 ft. Boat, Motor, and Trailer	\$150.00 per day
22-25 ft. Boat, Motor, and Trailer	\$190.00 per day
Meals, Lodging, and Incidentals	As per Florida Statutes Section 112.061
Shipping, postage, etc.	As per receipt
Company Dive Van Mileage	\$0.580

Charles H. Conrad, P.E.*
COLLINS ENGINEERS, INC.
 745 Bluecrab Road, Suite B
 Newport News, VA 23606
 Direct: 757.873.0251 Ext. 2710
 Main: 757.873.0251
 Mobile: 757.329.2922
cconrad@collinsengr.com
 24-Hour Emergency Response: 877.346.3234
 Visit us at www.collinsengr.com

*Licensed In VA



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Attachment A



January 29, 2016

A&E Consultant Selection Coordinator
Internal Services Department
111 NW 1 Street, Suite 1300
Miami, Florida 33128-1909

SUBJECT: Truth-In-Negotiation Certification of Wage Rates
Contract Number E14-PWWM-08
Rickenbacker Causeway Bond Engineering Services, Project No. 20140151

1. The hourly rates provided below are true and accurate as of January 29, 2016.
2. Professional Services provided by personnel in various projects are listed below along with position, raw hourly rate, job category and responsibility, and category rate cap.

Employee Name	Position	Raw Labor Rate	Job Responsibility	PSA Category
Oracio Riccobono, P.E.	Chief Geotechnical Engineer	\$59.92	Geotechnical/Materials Testing	Senior Project Manager/Geotechnical Engineering Expert
Adnan Ismail, P.E.	Senior Geotechnical Engineer	\$46.37	Geotechnical/Materials Testing	Project Manager/Register Geotechnical Engineering Expert

3. Rates listed above are certified as reported by an authorized representative of Geosol, Inc.
4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.
5. Personnel assignments may vary subject to the scope and requirements associated with future task orders.
6. Rates listed above are certified as reported to the Internal Revenue Service.

Sincerely,
Geosol, Inc.

Oracio Riccobono, P.E.
President

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



February 1, 2016

A&E Consultant Selection Coordinator
 Internal Services Department
 111 NW 1 Street, Suite 1300
 Miami, Florida 33128-1909

SUBJECT: Truth-In-Negotiation Certification of Wage Rates
Contract Number E14-PWWM-08, Truth-In-Negotiation Certification of Wage Rates -
Rickenbacker Causeway Bond Engineering Services, Project No. 20140151.

1. The hourly rates provided below are true and accurate as of January 29, 2016.
2. Professional Services provided by personnel in various projects are listed below along with position, raw hourly rate, job category and responsibility, and category rate cap.

Employee Name	Position	Raw Labor Rate	Job Responsibility	PSA Category
Adebayo Coker	Roadway Project Engineer	\$70.00	Roadway Design, Traffic Design and Signalization Design	Senior Project Manager/Technical Expert
Edgar Diaz	Roadway/Traffic/Signal/Lighting Engineer	\$67.31	Roadway Design, Traffic Design and Signalization Design	Senior Project Manager/Technical Expert
Mario Candia	Traffic Project Manager	\$40.66	Traffic Engineering Studies	Project Manager and Registered Technical Expert
Samuel Ijeoma	Roadway Engineer	\$38.46	Roadway Design and Drainage Design	Project Manager and Registered Technical Expert
Jinyan Lu	Traffic Engineer	\$38.46	Traffic Engineering Studies	Registered Technical Expert
Jorge Jordan	Traffic Engineer	\$25.48	Traffic Engineering Studies	Non-Registered Technical Staff
Waruna Jayasooriya	Roadway Project Engineer	\$23.36	Roadway Design	Non-Registered Technical Staff
Kristofer Garcia	Traffic Data Tech	\$16.00	Traffic Data Collection	Non-Registered Technical Staff
Damian Reyes	Traffic Data Tech	\$16.00	Traffic Data Collection	Non-Registered Technical Staff

Attachment A

HBC Engineering Company

February 1, 2016

Employee Name	Position	Raw Labor Rate	Job Responsibility	PSA Category
Jennie Lopez	Public Involvement	\$28.00	Public Involvement	Administrative Support Staff
Sally Garcia	Clerical & Document Control	\$17.00	Clerical & Document Control	Clerical & Document Control

3. Rates listed above are certified as reported by an authorized representative of HDR.
4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.
5. Personnel assignments may vary subject to the scope and requirements associated with future task orders.
6. Rates listed above are certified as reported to the Internal Revenue Service.

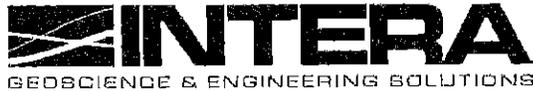
Sincerely,

HBC Engineering Company



Adebayo Coker, PE
President

65



INTERA Incorporated
2114 NW 40th Terrace, Suite A-1
Gainesville, FL 32605
352.332.2323

January 29, 2016

A&E Consultant Selection Coordinator
Internal Services Department
111 NW 1 Street, Suite 1300
Miami, Florida 33128-1909

SUBJECT: Truth-In-Negotiation Certification of Wage Rates
Contract Number E14-PWWM-08, Truth-In-Negotiation Certification of Wage Rates – Rickenbacker Causeway Bond Engineering Services, Project No. 20140151.

1. The hourly rates provided below are true and accurate as of January 29, 2016.
2. Professional Services provided by personnel in various projects are listed below along with position, raw hourly rate, job category and responsibility, and category rate cap.

Employee Name	Position	Raw Labor Rate	Job Responsibility	PSA Category
Mark Gosselin, PhD, PE	Director of Hydraulics and Coastal Modeling	\$59.42	Environmental/ Shoreline/ Beaches	Senior Project Manager
Michael Krecic, PE	Senior Coastal Engineer	\$50.14	Environmental/ Shoreline/ Beaches	Senior Technical Expert
Philip Dompe, PE	Senior Coastal Engineer	\$52.89	Environmental/ Shoreline/ Beaches	Senior Technical Expert
Huseyin Demir, PhD, PE	Coastal Engineer	\$40.75	Environmental/ Shoreline/ Beaches	Registered Technical Expert
Jacob McBee, PE	Coastal Engineer	\$37.06	Environmental/ Shoreline/ Beaches	Registered Technical Expert
Vikki Padgett	Secretary/ Clerical	\$17.50	Environmental/ Shoreline/ Beaches	Clerical, Document Control Staff

3. Rates listed above are certified as reported by an authorized representative of INTERA Incorporated.
4. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate task orders will be based on salary raw rates shown above and applicable multiplier per Agreement.

66

Attachment A

January 29, 2016

Page 2

5. Personnel assignments may vary subject to the scope and requirements associated with future task orders.
6. Rates listed above are certified as reported to the Internal Revenue Service.

Sincerely,

INTERA Incorporated



Mark Gosselin, Ph.D., P.E.
Director of Hydraulics and Coastal Modeling