

Memorandum



Date: January 20, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(N)(1)

From: Daniella Levine Cava
Mayor

Subject: Contract Award Recommendation for Professional Services Agreements with Four (4) Consulting Firms to Provide Construction Engineering and Inspection Services for Various Department of Transportation and Public Works Projects; and Authorizing the Use of Charter County Transportation Surtax Funds for Such Purposes Project No. E19-DTPW-09; Contract No. 20190190

Recommendation

This Recommendation for Award for Professional Services Agreements (PSA) for Construction Engineering and Inspection (CEI) Services for various Department of Transportation and Public Works (DTPW) Projects - Project No. E19-DTPW-09; Contract No. 20190190 between Miami-Dade County (County) and the four consulting firms listed below has been prepared by DTPW and is recommended for approval by the Board of County Commissioners (Board):

- 1) Pinnacle Consulting Enterprises, Inc. (Pinnacle)
- 2) SRS Engineering, Inc.
- 3) R.J. Behar & Company, Inc.
- 4) 300 Engineering Group, PA.

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

Scope

PROJECT NAME: PSA for Construction Engineering and Inspection (CEI) Services for Various DTPW Projects

PROJECT NO: E19-DTPW-09

CONTRACT NO: 20190190

CONTRACT DESCRIPTION:

DTPW has the need to establish four (4) non-exclusive Professional Services Agreements (PSA) to provide CEI services required for contract administration and inspection for various DTPW Projects. Detailed Scope of Work is attached under Exhibit A.

The cost of the services will be charged to those projects which require CEI services. No minimum amount of work or compensation will be guaranteed. Depending on funding availability, additional projects may be added. People's Transportation Plan (PTP) work authorizations provided under these contracts are subject to Board of County Commissioners and Citizen's Independent Transportation Trust approval.

PROJECT LOCATION: Countywide

PROJECT SITES:	<u>SITE</u>	<u>#LOCATION</u>	<u>DIST.</u>	<u>CEI ESTIMATE</u>
	Various	Countywide	Various	\$10,000,000

List of projects in need of CEI are provided Under Exhibit B

PRIMARY COMMISSION DISTRICT: Various

APPROVAL PATH: Board of County Commissioners

ISD A&E PROJECT NUMBER: E19-DTPW-09

USING DEPARTMENT: DTPW

MANAGING DEPARTMENT: DTPW

Fiscal Impact/Funding Source

The fiscal impact will be approximately \$10,000,000.00. The work is to be funded by Road Impact Fees (RIF); Local Option Gas Tax, Secondary Gas Tax, Quality Neighborhoods Improvement Program (QNIP), General Obligation Bond (GOB), Stormwater Utility and People's Transportation Plan Bond Program (PTP).

PTP FUNDING: Yes

GOB FUNDING: Yes

ARRA FUNDING: No

CAPITAL BUDGET

PROJECTS:

CAPITAL BUDGET PROJECT # - DESCRIPTION

**CEI
ESTIMATE**

The Subject CEI project will be used for ongoing and future enhancement projects for roadway reconstruction, milling and resurfacing, sidewalks, drainage improvements, bridge reconstruction and replacement. The cost of CEI services will be charged to each particular project. The funding source will be identified at the time a Work Order is issued. Work Orders will not be issued under this contract unless the specific user identifies appropriate budgeted funds. Exhibit B identifies a list of ongoing and upcoming DTPW projects with budget numbers and project locations, approximately totaling \$130 Million Dollars for construction and \$10 Million Dollars for CEI. The estimated CEI costs for the ongoing and upcoming projects listed on Exhibit B includes approximately the following amounts by funding source:

- \$753,384 from PTP
- \$1.4 Million from SWU
- \$797,482 from GOB
- \$6.4 Million from RIF
- \$595,000 from QNIP
- \$83,384.00 from Sec. Gas Tax.

Estimated sites/projects may be substituted/updated for similar projects depending on the need and workload of CEI services. Additional sites, if required, will have identified the location, description, amount of work to be accomplished and funding information. The combined total cost for all work authorized under this contract shall not exceed the Contract Award amount.

CAPITAL BUDGET PROJECTS TOTAL: \$10,000,000.00

**PROJECT
TECHNICAL
CERTIFICATION
REQUIREMENTS:**

	<u>MDC</u>	
<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	16.00	GENERAL CIVIL ENGINEERING
Prime	17.00	ENGINEERING CONSTRUCTION MANAGEMENT

Sub 3.03 HIGHWAY SYSTEMS – BRIDGE DESIGN
Sub 3.12 HIGHWAY SYSTEMS – UNDERWATER ENGINEERING
INSPECTION

**ESTIMATED
CONTRACT
PERIOD:**

1825 Days – Excludes Warranty Administration Period.

**ESTIMATED
CONTINGENCY
PERIOD:**

183 Days

**IG FEE INCLUDED
IN
BASE CONTRACT:**

No

**ART IN PUBLIC
PLACES:**

No

BASE ESTIMATE:

\$10,000,000.00

**CONTINGENCY
ALLOWANCE:
(SECTION 2-8.1
MIAMI-DADE
COUNTY CODE)**

<u>TYPE</u>	<u>PERCENT</u>	<u>AMOUNT</u>
PSA	0%	\$0

TOTAL AMOUNT:

\$10,000,000.00

**TRACK
RECORD/MONITOR
EXPLANATION:**

On December 19, 2019, the request to advertise was approved and filed with the Clerk of the Board and the solicitation was advertised. The pre-submittal meeting and the project briefing took place on January 6, 2020.

Negotiations with the firms commenced on March 16, 2020 and concluded on April 30, 2020.

**MINIMUM
QUALIFICATIONS
EXCEED LEGAL
REQUIREMENTS:**

For the Prime:

- a. Minimum five (5) years of experience with CEI including bridges.
- b. Preferred five (5) years of experience with bridge related projects which involve the Historic Preservation Board.

REVIEW

COMMITTEE:

MEETING DATE: N/A

SIGNOFF DATE: 9/17/19

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

Yes

**REVIEW
COMMITTEE
ASSIGNED
CONTRACT**

MEASURES:

TYPE

GOAL

COMMENT

SBE-A/E

100% Tier 3 Set-Aside

N/A

**MANDATORY
CLEARING
HOUSE:**

Yes

**SEA LEVEL RISE:
(ORDINANCE 14-79)**

No

**SUSTAINABLE
BUILDINGS
ORDINANCE:
(I.O. NO. 8-8)**

No

**CONTRACT
MANAGER:**

Alfredo Munoz, PE (305) 375 – 4891 amunoz@miamidade.gov

**PROJECT
MANAGER:**

Rene Idarraga, P.E. (305) 375-4818 Idarr@miamidade.gov

Background:

DTPW has the need to establish four (4) non-exclusive PSA to provide CEI required for contract administration and inspection for Various DTPW Projects. DTPW requires these services in order to handle additional construction workload.

DEPARTMENT
FINANCE:


Robert Villar (Dec 8, 2020 08:08 EST)

DTPW FINANCE OFFICER

Dec 8, 2020

DATE

INDEX CODES: See Exhibit B

KC
KC

BUDGET
APPROVAL
FUNDS
AVAILABLE:



OMB DIRECTOR

Dec 8, 2020

DATE

APPROVED
PURSUANT TO
SECTION 2-8.1 OF
THE MIAMI-DADE
COUNTY CODE:



MAYOR'S DESIGNEE

12/14/2020

DATE

CLERK:

DATE

EXHIBIT A

Scope of CEI Services for Various DTPW Projects

Consultant shall perform its obligations as follows: Construction Administration and Management Services:

A. Construction Management

1. Act as County's representative and provide project inspection
2. Assist the County with constructability and technical plan reviews, and "Value Engineering" as necessary for plan revisions during construction.
3. Analyze construction project requirements in terms of personnel required for observation/inspection of workmanship, materials onsite, and construction progress to determine reasonable conformance with the design intent of the plans and specifications. Assign field personnel to perform services for the project, once awarded and obtain approval of assignment from County
4. Deliver material samples to County's designated lab provider. Provide coordination with County's designated lab, assignment of testing/inspection personnel, review invoices to verify accuracy and coordinate shop drawing/submittal reviews and approvals process. Review testing-lab report results for compliance with the contract and notify the Design-Builder and County of failures.
5. Inspect the project to verify general compliance with the design intent of the plan and specification requirements.
6. Prepare, distribute and file project correspondences.
7. Review the Design-Builder's CPM schedule and verify general compliance with the specifications associated with the project.
8. Maintain complete, accurate records of all activities and events relating to the project and properly document project changes.
9. Produce an independent estimate in order to review and recommend the Design-Builder's monthly, pre-final and final pay estimates for construction of the project.
10. Review and recommend payment or rejection of the Design-Builder's monthly pay estimates of work performed associated with the project.
11. Prepare monthly progress report of construction activities with outstanding issues outlined for review. Report will include time expended, cost of work in place, anticipated completion date and other information as requested by County. Monthly progress information associated with the project will be submitted to County for review and approval.
12. Review Design-Builder's request for additional compensation for extra work and submit findings and recommendations to County.
13. Review the Design-Builder's request for time extensions and submit findings and recommendations to County.
14. Assist in the preparation and issuance of construction change orders and supplemental agreements. Forward recommendations associated with time and costs to County for approval prior to implementation. Coordinate with County and County's design.

15. Preparation of plans and specifications associated with above change orders and supplemental agreements will not be included in the scope of services for this agreement.
16. Review, make recommendations and/or coordinate the response to the Design-Builder's requests for information ("RFI") and submittals. Coordinate with County and County Design.
17. Provide oversight review on review of Design-Builder's claims for additional compensation for extra work and submit findings and recommendations to County for hearings or litigation as required. Assist County in preparation and documentation of factual evidence.
18. Maintain files for correspondences, change orders, submittals and RFI's.
19. Assist County with public outreach efforts to include attending necessary public meetings and coordinating with stakeholders and other entities during construction.
20. Coordinate and host a CPM baseline schedule review meeting with the Design-Builder and County.
21. Participate in the pre-construction meeting to establish appropriate lines of communication and pre-construction requirements associated with the project with the contractor.
22. Coordinate and host weekly construction meetings to address the current status of the Design-Builder's work schedule, outstanding issues, submittals, shop drawings, and change orders.
23. Coordinate and host month-ending construction meeting as part of weekly progress meeting to determine schedule changes and facility adjustments required to maintain the Design-Builder's schedule for project completion.
24. Prepare and distribute meeting minutes from all hosted meetings
25. Review project for final acceptance and coordinate final review with County personnel. Coordinate outstanding issues with County personnel to verify resolutions prior to final acceptance.
26. Coordinate final documentation processing, in accordance with County and FDOT standards, and submit to staff upon completion of the project.
27. Assist the County in the Construction Engineering Inspection of Emergency Contracts when required.
28. Assist in the preparation and issuance of construction work orders.
29. Review plans and construction documents and prepare cost estimates.

B. Field Observation / Inspection

1. Maintain project daily documenting daily construction activities, weather conditions, time charges and contractor's resources as well as project specific information associated with the project. This daily will also incorporate contract items of observation and decisions associated with the construction of the project.
2. Observe and monitor the Contractor's operation and determine, in general, compliance with the construction plans and specifications on each item of work underway and confirm that specified material is incorporated into the work.
3. Confirm that the Design-Builder has obtained necessary permits.
4. Review Design-Builder's daily quantities of work completed.
5. Complete daily construction activity reports.
6. Notify County immediately in the event of an on-site accident.

7. Consultant will coordinate and perform all Quality Assurance / Verification construction field materials sampling and testing. Design-Builder to perform Quality Control Testing.
8. Coordinate utility adjustment activities, utility installation verification, monitoring, record management, reporting and as-built drawings.
9. Monitor the Design-Builder's traffic control plan for compliance with plans and specifications and provide recommendations to County, if needed.
10. Coordinate material-testing needs with the Design-Builder's schedule and schedule required tests with the County designated lab. Verify test frequencies adhere to sampling frequencies outlined in the specifications.
11. Review test reports for accuracy and maintain filing system for test reports and material compliance as required.
12. Prepare photographic project documentation to include individual activities and overall progress as well as impacts to the public.
13. Review Design-Builder's videos and photographs taken in accordance with the construction contract.
14. Attend construction, utility coordination and scheduling meetings.
15. Upon receipt of the Design-Builder's Request for Substantial Completion Inspection, conduct substantial completion inspection, prepare the project punch list of discrepancies for the various construction items and monitor the completion and acceptance of the items as required by the specifications. The "Certificate of Acceptance for Substantial Completion" will be recommended when the project meets minimum requirement for substantial completion in accordance with the contract requirements.
16. Coordinate with County's maintenance department for input on substantial completion inspection and project lunch list.
17. Ensure all closeout documentation is received from the Design-Builder, including but not limited to all guarantees, operating and maintenance manuals, releases of claims and certificate required and then deliver them to the County.
18. After satisfactory completion of the punch list, the Certificate of Final Acceptance and final payment will be recommended to the Design-Builder.

C. Additional Terms and Conditions

1. Consultant shall be represented by a registered professional engineer licensed to practice in the State of Florida at meetings of any official nature concerning the project, including but not limited to scope of meetings, review meetings, pre-bid meetings, and pre-construction meetings.
2. Consultant services must be performed with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of its same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
3. Consultant is responsible for:
 - A. Approve Design-Builders' construction means, methods, techniques, sequences, procedures, or safety precautions and programs
 - B. Notify the County of the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to consultant, to fulfill contractual

responsibilities to County or to comply with federal, or local laws, regulations and codes

- C. Procuring permits, certificates, and licenses required for any construction unless those procurement responsibilities are specifically assigned to the Design Builder.
 - D. Request Design Builder changes and/or modifies project plans or specifications upon County's approval.
4. Consultant's performance of the Services does not relieve the Design Builder of their duties and obligations to County either by contract or by law. Consultant shall not have control over or charge of acts or omissions of the Design Builder, or any of its or their subcontractors, agents, or employees, or any other persons performing portions of the construction work; and any designers shall remain solely responsible for their design and for any errors, deficiencies, or omissions contained in any drawings, specifications or other instruments of the designer's services.

EXHIBIT "B" FOR AWARD RECOMMENDATION FOR E19-DTPW-09- PROJECT 20190190

PROJECT NO.	PROJECT NAME	TYPE OF WORK	PROJECT LOCATION	COMMISSIONER DISTRICT	FUNDING SOURCE	CAPITAL PROJECT NUMBER	INDEX CODE	SITE NO.	ESTIMATE QUANTITY TO BE UTILIZED UNDER THIS PSA	SUBTOTAL BY FUNDING TYPE	FUNDING SOURCE FOR CEI
20180014	Roadway Improvements to SW 216th St from SW 127th Ave to SW 112 Ave	Roadway Improvements	SW 216th St from SW 127th Ave to SW 112 Ave 1. SW 53 Pl from SW 74 St. to SW 76 St. 2. SW 55 Ave. from SW 74 St to SW 76 St. 3. SW 47 Ave. from SW 80 St. to SW 82 St. 4. SW 24 Terr from SW 1 Ave. to SW 122 Ct. 5. Swale Blocks - Animal Services	9	PTP	2000000538	CPEMT0709216	S76072	\$ 520,000.00	\$ 753,384.00	PTP
20190126	Drainage Improvements Multiple Sites	Drainage	Various	Various	SWU	2000000533	CPE316RDD021	S68854	\$ 102,000.00	\$ 1,355,776.00	SWU
20190187	Drainage Improvements Multiple Sites	Drainage	1. NW 14 Ave and NW 98 Terr 2. NE 18 Ave. from NE 143 St to NE 145 St 3. Bayshore Dr. Outfall Retrofit at South Bayshore Dr. and SW 24 Ave. 4. Swale Regrade at SW 87 Ave. and SW 76 St.	Various	GOB	2000000384	CPL001PEI249 CPL001PE0701	S3000835 S3000825	\$ 84,000.00	\$ 797,482.00	GOB
20190236	Push Button Intersection Improvement South	Intersection Improvements	The locations of work for this project are located inside the boundary area of the South portion of Miami-Dade County up to of SW 8th Street.	Various	RIF	2000000536	CPEMT01C CPEMT05C CPEMT07C	S68802 S76061 S77247 S75548 S76060	\$ 220,000.00	\$ 6,414,974.00	RIF
20190238	Bridge Replacement at SW 136 Street over Canal C-100A (Bridge No. 874420)	Bridge	SW 136 St over Canal C-100-A	8	RIF	2000000534	CPEMT05C. BCC08C. BRCSWY	S77548	\$ 313,284.00		
20200026	Drainage Improvements The Landing NW 75 Avenue and NW 19 Street.	Drainage	W 75 Avenue and NW 19 Street.	12	SWU	2000000533	CPE316RDD033	S68854	\$ 210,693.00		
20200036	Drainage Improvements Multiple Sites	Drainage	1. NW 145 St. to NW 147 St. from NW 6 Ave. to E. Garden Dr. 2. NW 201 Terr. from NW 64 Ave. to NW 66 Ave. 3. NW 192 Terr. and NW 47 Ct.	Various	SWU	2000000533	CPE316RDD028	S68854	\$ 190,655.00		
20190279	Caribbean Blvd Bridge Replacement Bridge No. 974431	Bridge	Caribbean Boulevard at the C-1N Canal Crossing.	8	SWU	2000000533	CPE316PE1059	S75274	\$ 300,000.00		
20190280	Roadway Resurfacing - Multiple Sites	Roadway Pavement	Various	Various	RIF	2000000539	CPEMT06C CPEMT01C CPEMT02C CPEMT05C CPEMT08C	S68991	\$ 300,000.00		
20190286	Sidewalk Improvements - Multiple Sites	Sidewalk	Various	Various	QNIP	2000000581	CPEQ19A03TPW CPEQ19A12TPW S3001470 CPEQ19A04TPW S3001467	S3001465 S3001471 S3001476 S3001470 S3001468 S3001467	\$ 180,000.00	\$ 595,000.00	QNIP
20190289	SW 42nd Avenue over Coral Gables Canal Bridge No. 874275 Beam Repairs	Bridge	SW 42nd Avenue over Coral Gables Canal, north of Coccolum Circle Ave.	7	RIF	2000000534	CPEMT07C	S3000807	\$ 20,788.00		
20190059-R	Drainage Improvements NW 7 Street fro NW 62 Ave. to NW 65 Ave.	Drainage	NW 7 Street fro NW 62 Ave. to NW 65 Ave.	6	GOB	2000000384	CPL001PE0703	S3000832	\$ 122,536.00		
20200079	Resurfacing of SW 136 Street from US-1 to Old Cutler Rd (SW 67 C.T.)	Roadway Improvements	SW 136 Street from US-1 to Old Cutler Rd, and various	7, 8	RIF	2000000539	CPEMT05C	S3001126	\$ 200,000.00		
20200117	Drainage Improvements to NW 97 Ave from NW 58 St to NW 70 St	Roadway Improvements	NW 97 Ave from NW 58 St to NW 70 St	12	RIF	2000000540	CPEMT01C	S77530	\$ 340,353.00		
20190315	Roadway Improvements to Roadway Improvements to NW 7th Street from NW 79th Ave to NW 76th Ave	Roadway Improvements	NW 7th St from NW 79th Ave to NW 76th Ave	6	GOB	2000000384	CPL001PE0703	S3000832	\$ 503,475.00		
20200098	Roadway Improvements to NW 58 St from NW 97 Ave to NW 79 Ave	Roadway Improvements	NW 58 St from NW 97 Ave to SR 826 (79 avenue)	12	RIF	2000000538	CPEMT01C	S77230	\$ 300,000.00		

EXHIBIT "B" FOR AWARD RECOMMENDATION FOR E19-DTPW-09- PROJECT 20190190											
PROJECT NO.	PROJECT NAME	TYPE OF WORK	PROJECT LOCATION	COMMISSIONER DISTRICT	FUNDING SOURCE	CAPITAL PROJECT NUMBER	INDEX CODE	SITE NO.	ESTIMATE QUANTITY TO BE UTILIZED UNDER THIS PSA	SUBTOTAL BY FUNDING TYPE	FUNDING SOURCE FOR CEI
TBD	Roadway Improvement to NE 151 Street from East of Railroad tracks to Bay Vista Blvd	Roadway Improvements	NE 151 Street from East of Railroad tracks to Bay Vista Blvd	4	RIF	2000000540	CPEMT03C	S3002522	\$ 200,000.00		
TBD	Bridge Replacement of N. Miami Ave & NW 146 Street Bridge (874035)	Bridge	N. Miami Ave & NW 146 Street	2	RIF	2000000534	CPEMT03C	S77545	\$ 100,000.00		
20190306	Pavement Markings Installation	Pavement Markings	1) NW 167TH ST to NW 183RD ST and NW 7TH AVE to NW 17TH AVE; 2) NW 167TH ST to NW 183RD ST and NW 17TH AVE to NW 27TH AVE; 3) NW 183RD ST to NW 201ST ST and N. MIAMI AVE to NW 17TH AVE; 4) SW 40TH ST to SW 56TH ST and SW 27TH AVE TO SW 37TH AVE; 5) SW 88TH ST to SW 104TH ST and SW 102ND AVE TO SW 107TH AVE	Various	PTP	2000000541	CPEMT00PAVM	S77055	\$ 83,384.00		
20190307	Pavement Markings Installation	Pavement Markings	Various	Various	Sec. Gas Tax	2000000541	CPEMT99SEC	S75641	\$ 83,384.00	\$ 83,384.00	SEC
20190294	DB19-DTPW-02 Design-Build Services for Roadway Improvements to NW 107 Avenue from NW 138 Street to NW 166 Street	Roadway Improvements	NW 107th Avenue roadway from NW 138th Street to NW 166th Street	12	RIF	2000000540	CPEMT03C	S3000926	\$ 2,307,173.00		
20190338	Roadway Resurfacing - Multiple Sites	Roadway Pavement	Various Locations	Various	RIF	2000000539	CPEMT01C CPEMT05C CPEMT06C	S68991 S76086 S76067	\$ 250,000.00		
20200011	Roadway Improvements to NW 82nd Avenue from NW 7th Street to NW 12th Street	Roadway Improvements	NW 82nd Avenue from NW 7th Street to NW 12th Street	10	RIF	2000000540	CPEMT01C	S3002484	\$ 300,000.00		
20200028	Sidewalk Improvements - Multiple Sites	Sidewalk	Various Locations	Various	QNIP	2000000581	CPEQ02DTPW05 CPEQ18A06TPW CPEQ19A07TPW CPEQ19A06TPW CPEQ19A04TPW	S3001470 S3001471 S3001468	\$ 200,000.00		
20200029	Sidewalk Improvements - Multiple Sites	Sidewalk	Various Locations	Various	QNIP	2000000581	CPEQ18A13TPW CPEQ19A12TPW CPEQ19A08TPW MTGFCPDIS03	S3001477 S3001476 S3001472	\$ 215,000.00		
20200031	Push Button Intersection Improvements - North	Intersection Improvements	Various Locations	Various	PTP	2000000535	CPEMTP702CAL	S75640	\$ 150,000.00		
20200080	Drainage Improvements Multiple Sites	Drainage	1. SW 77 Ave. from SW 2 St. to SW 4 St. 2. SW 16 Terr from SW 75 Ave. to SW 76 Ct. 3. SW 13 St. from SW 42 Ave to SW 40 Ave. 4. SW 35 St. from SW 65 Ave. to SW 67 Ave. 5. SW 149 Ave. from SW 70 St. to SW 71 St. Regrade Swale.	Various	GOB	2000000384	CPL001PE0703 CPL001PE0700	S3000832 S3000845	\$ 87,471.00		
20200125	Drainage Improvements CRS North Phase I	Drainage	NE 149 St. to NE 151 St. from NE 6 Ave. to NE 8 Ave. and NE 152 St. from NE 7 Ave. to NE 8 Ave.	2	SWU	2000000533	CPE316RDD029	S68854	\$ 165,900.00		
20200148	Drainage Improvements NE 152 St. to NE 154 St. from NE 5 Ave. to NE 5 Ct.	Drainage	NE 152 St. to NE 154 St. from NE 5 Ave. to NE 5 Ct.	2	SWU	2000000533	CPE316RDD029 CPE316RDD039	S68698	\$ 103,916.00		
20200160	Drainage Improvements Multiple Sites	Drainage	1. SW 293 St to SW 294 St from SW 144 Ave to SW 147 Ave. 2. SW 94 Ct from SW 81 St to SW 82 St.	Various	SWU	2000000533	CPE316CRS010	S68698	\$ 118,252.00		
20200096	Push Button North Roadway Resurfacing	Roadway Pavement	Countywide	Various	RIF	2000000539	Various	Various	\$ 200,000.00		
20200097	Push Button South Roadway Resurfacing	Roadway Pavement	Countywide	Various	RIF	2000000539	Various	Various	\$ 200,000.00		

EXHIBIT "B" FOR AWARD RECOMMENDATION FOR E19-DTPW-09- PROJECT 20190190

PROJECT NO.	PROJECT NAME	TYPE OF WORK	PROJECT LOCATION	COMMISSIONER DISTRICT	FUNDING SOURCE	CAPITAL PROJECT NUMBER	INDEX CODE	SITE NO.	ESTIMATE QUANTITY TO BE UTILIZED UNDER THIS PSA	SUBTOTAL BY FUNDING TYPE	FUNDING SOURCE FOR CEI
20200106	Roadway Resurfacing - Multiple Sites	Roadway Pavement	Countywide	Various	RIF	2000000539	Various	S3002712 S3002327 S3002515 S3002711 S3002507 S3002501	\$ 200,000.00		
20200107	Roadway Resurfacing - Multiple Sites	Roadway Pavement	Countywide	Various	RIF	2000000539	Various	S3002716 S3002719 S3002715 S3002714 S3002718 S3002768 S3002717	\$ 200,000.00		
TBD	Roadway Improvements to NW 84 Avenue from NW 58 to NW 74 Street	Roadway Improvements	NW 84 Ave NW 58 St to NW 74 St	12	RIF	2000000540	CPEMT01C	S3002673	\$ 200,000.00		
20200140	Improvements to Downtown Mobility	Bike Path	Along S Miami Ave and N Miami Ave from SE 2 St To NE 11 Terr. Along SE 1 Ave and NE 1 Ave from SE 1 St to NE 11 St along NW 5 St and NE 5 St from NW 3 Ave to NE 2 Ave. Along NW 6 St And NW 6 St from NW 3 Ave to NE 2 Ave	2	RIF	2000000539	CPEMT02C	S3002669	\$ 413,376.00		
20200188	Drainage Improvements Multiple Sites	Drainage	Bilbao Estates Drainage Improvements PN 201801401, and SW 136 ST BET. SW 97 AVE & C-100 Canal PN 20190089.	Various	SWU	2000000533	CPE316RDD031	S68854	\$ 164,360.00		
20200203	Roadway Resurfacing - Multiple Sites	Roadway Pavement	Various Locations	Various	RIF	2000000539	CPEMT06C	S76067	\$ 150,000.00		
TOTAL ESTIMATED QUANTITY TO BE USED									\$ 10,000,000.00	\$ 10,000,000.00	



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: January 20, 2021

FROM: 
Gen Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 8(N)(1)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)(1)
1-20-21

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT AWARD FOR PROFESSIONAL SERVICES AGREEMENTS WITH PINNACLE CONSULTING ENTERPRISES, INC., SRS ENGINEERING, INC., R.J. BEHAR & COMPANY, INC. AND 300 ENGINEERING GROUP, PA., IN A TOTAL AMOUNT NOT TO EXCEED \$10,000,000.00 TO BE FUNDED IN PART WITH BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR VARIOUS DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS PROJECTS (PROJECT NO. E19-DTPW-09; CONTRACT NO. 20190190); AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE USE OF \$753,384.00 IN CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Contract Award to Pinnacle Consulting Enterprises, Inc., SRS Engineering, Inc., R.J. Behar & Company, Inc. and 300 Engineering Group, PA in a total amount not to exceed \$10,000,000.00 to be funded in part with Building Better Communities General Obligation Bond Funds, for Construction Engineering and Inspection Services for Various Department of Transportation and Public Works Projects, (Project No. E19-DTPW-09, Contract No. 20190190); authorizes the County Mayor or County Mayor's designee to execute the agreement in substantially the form attached; and authorizes the use of \$753,384.00 in Charter County Transportation Surtax Funds for such purposes.

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

	Jose "Pepe" Diaz, Chairman
	Oliver G. Gilbert, III, Vice-Chairman
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of January, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR VARIOUS DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS PROJECTS ISD PROJECT NO. E19-DTPW-09; DTPW PROJECT 20190190

THIS NON-EXCLUSIVE AGREEMENT, [the “Agreement”] by and between Miami-Dade County, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as “COUNTY”,] and the Pinnacle Consulting Enterprises, Inc., a Florida Corporation, hereinafter referred to as the “CONSULTANT”.

WITNESSETH:

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

SECTION I - COUNTY OBLIGATIONS

The Department of Transportation and Public Works [hereinafter sometimes referred to as “DTPW”] shall furnish to the CONSULTANT any plans and other data available in the Miami-Dade County records pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

DTPW shall issue written authorization to proceed to the CONSULTANT for each section of the work to be performed hereunder or for each task work order. The task work orders will be assigned through an additional selection based on a) firm expertise; b) consultant staff availability to perform the task services, with consideration for tasks already assigned by DTPW. Each consultant may exercise their right to refuse an assigned task work order by submitting a written Right of Refusal letter to the project manager within five (5) business days. In case of emergency, the COUNTY reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

The CONSULTANT shall submit a proposal upon DTPW’s request prior to the issuance of a Notice to Proceed. As stated in Article 1.3, Scope of Services, of the Notice to Professional Services (NTPC) and attached as Exhibit A of this PSA. This contract is one (1) of four (4) contracts for CEI services required for contract administration and inspection for various DTPW projects. The Total Combined Maximum Limiting Amount of all contracts is not to exceed \$10,000,000. This is a task assignment type agreement. The Department will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each project assigned under this agreement. No payment shall be made for the CONSULTANT’S time or services in connection with the preparation of any such proposal.

DTPW shall confer with the CONSULTANT before any Notice to Proceed is issued to discuss and agree upon the scope, time for completion, estimate man hours and fee for services to be rendered pursuant to this Agreement. Fees must be based on negotiated hour rates and multipliers attached under Exhibit B of this agreement.

SECTION II - PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from DTPW, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Notice to Proceed. The standard of care applicable to CONSULTANT's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Said services ARE DETAILED UNDER Exhibit A.

SECTION III - TIME FOR COMPLETION

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

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

SECTION IV - FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightening, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractor, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

A. Lump Sum Fee

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

B. Reimbursable Expenses

The CONSULTANT shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by DTPW. Reimbursable expenses may include:

1. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.
2. Expenses for travel, transportation and subsistence outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

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

1. The fee for engineering services rendered by the CONSULTANT's personnel shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times a negotiated multiplier, as shown in Exhibit B attached.
This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
2. The CONSULTANT shall be compensated at the flat rate shown in Exhibit B for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principals:
Arturo Perez, PE, PSM
3. Overtime work considered necessary and expressly authorized by DTPW in advance shall be compensated at time-and-a-half of the rate established by Subsection V-C (1) hereof.

SECTION VI - ADDITIONAL SERVICES

Additional services for the performance of this agreement will need to be negotiated and approved by DTPW Director.

SECTION VII - METHODS OF PAYMENT

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

A. Estimated Professional Fees and/or Reimbursable Expenses

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed and/or expenses incurred.
2. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections V-B and V-C hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

B. Lump Sum Fee

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed.
2. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

SECTION VIII - SCHEDULE OF WORK

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

SECTION IX - RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to the satisfaction of DTPW who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. DTPW's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of DTPW, the CONSULTANT shall present any such objections in writing to the County Mayor. The County Mayor or the County Mayor's Designee and the CONSULTANT shall abide by the decisions of the County Mayor. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

SECTION X - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps contract documents, and/or other data developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the CONSULTANT at any time upon request by the COUNTY. Reuse of such data by the COUNTY for any purpose other than that for which prepared shall be at the COUNTY's sole risk. When each individual section of work requested pursuant to this Agreement is completed, all of the above data shall be delivered to DTPW.

SECTION XI - REUSE OF DOCUMENTS

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

SECTION XII - NOTICES

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

SECTION XIII - ABANDONMENT

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

SECTION XIV - AUDIT RIGHTS

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

SECTION XV – SUBCONTRACTING

The CONSULTANT shall not subcontract any work under this Agreement without the written consent of DTPW. When applicable and upon receipt of such consent in writing, the CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignments or transfer of work will be allowed.

SECTION XVI - WARRANTY

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's county approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, DTPW shall have the right to annul this Agreement without liability.

SECTION XVII - TERMINATION OF AGREEMENT

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

SECTION XVIII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of five (5) calendar years, excluding the warranty administration period (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XIII, and Section XXV hereof.

SECTION XIX - DEFAULT

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

SECTION XX - INDEMNIFICATION AND INSURANCE

The CONSULTANT shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including, but not limited to, attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings to the extent arising out of, relating to or resulting from the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT or its employees, agents, servants, partners principals or subcontractors. The CONSULTANT shall pay damages and losses in connection therewith, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, to the extent of CONSULTANT's negligence, recklessness, or intentional wrongful conduct. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant shall furnish to the Department of Transportation and Public Works, 111 NW 1st Street, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440 including coverage under the U.S. Longshoremen and Harbor Workers' Act (USLH) and/or Jones Act as applicable for any activities on or about navigable water.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$2,000,000 per claim.

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ:

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

SECTION XXI - CERTIFICATION OF WAGE RATES

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

SECTION XXII - ORDINANCES

The CONSULTANT agrees to abide and be governed by the COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R-385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Resolution No. R-1206-97, superseded by Resolution No. R-702-98 (Project Fresh Start-Welfare-to-Work Initiative, Welfare Reform), Ordinance No. 98-106 (Cone of Silence), which are incorporated herein by reference, as if fully set forth herein, in connection with the CONSULTANT's obligations hereunder.

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

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

SECTION XXIII – INTENTIONALLY OMITTED

SECTION XXIV - AFFIRMATIVE ACTION

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

SECTION XXV - DISABILITY NONDISCRIMINATION

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

SECTION XXVI - PROMPT PAYMENT OF SMALL BUSINESS SUBCONSULTANTS

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

SECTION XXVII - ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

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

SECTION XXVIII - E-VERIFY

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

SECTION XXVIV – PERFORMANCE EVALUATION

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

SECTION XXXIV CONSULTANT'S ROLE DURING CONSTRUCTION

CONSULTANT shall not be responsible during construction of the projects subject to this agreement for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the projects subject to this agreement in accordance with the contract documents or violation of any safety laws, regulations or laws.

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

IN WITNESS WHEREOF the parties hereto have executed these presents this ____ day of _____ 20__.

ATTEST:

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

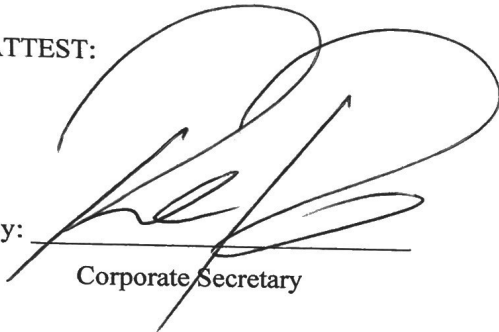
HARVEY RUVIN, CLERK OF THE BOARD

By: _____

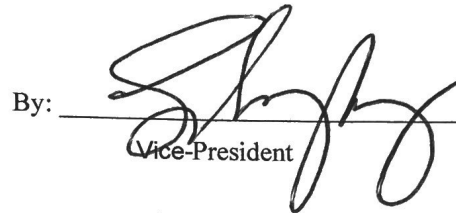
By: _____

County Mayor

ATTEST:

By: 
Corporate Secretary

Pinnacle Consulting Enterprises, Inc.
A Florida Corporation

By: 
Vice-President

(CORPORATE SEAL)

Approved as to form and legal sufficiency.

Assistant County Attorney



EXHIBIT A

Scope of CEI Services for Various DTPW Projects

Consultant shall perform its obligations as follows: Construction Administration and Management Services:

A. Construction Management

1. Act as County's representative and provide project inspection
2. Assist the County with constructability and technical plan reviews, and "Value Engineering" as necessary for plan revisions during construction.
3. Analyze construction project requirements in terms of personnel required for observation/inspection of workmanship, materials onsite, and construction progress to determine reasonable conformance with the design intent of the plans and specifications. Assign field personnel to perform services for the project, once awarded and obtain approval of assignment from County
4. Deliver material samples to County's designated lab provider. Provide coordination with County's designated lab, assignment of testing/inspection personnel, review invoices to verify accuracy and coordinate shop drawing/submittal reviews and approvals process. Review testing-lab report results for compliance with the contract and notify the Design-Builder and County of failures.
5. Inspect the project to verify general compliance with the design intent of the plan and specification requirements.
6. Prepare, distribute and file project correspondences.
7. Review the Design-Builder's CPM schedule and verify general compliance with the specifications associated with the project.
8. Maintain complete, accurate records of all activities and events relating to the project and properly document project changes.
9. Produce an independent estimate in order to review and recommend the Design-Builder's monthly, pre-final and final pay estimates for construction of the project.
10. Review and recommend payment or rejection of the Design-Builder's monthly pay estimates of work performed associated with the project.
11. Prepare monthly progress report of construction activities with outstanding issues outlined for review. Report will include time expended, cost of work in place, anticipated completion date and other information as requested by County. Monthly progress information associated with the project will be submitted to County for review and approval.
12. Review Design-Builder's request for additional compensation for extra work and submit findings and recommendations to County.
13. Review the Design-Builder's request for time extensions and submit findings and recommendations to County.
14. Assist in the preparation and issuance of construction change orders and supplemental agreements. Forward recommendations associated with time and costs to County for approval prior to implementation. Coordinate with County and County's design.

15. Preparation of plans and specifications associated with above change orders and supplemental agreements will not be included in the scope of services for this agreement.
16. Review, make recommendations and/or coordinate the response to the Design-Builder's requests for information ("RFI") and submittals. Coordinate with County and County Design.
17. Provide oversight review on review of Design-Builder's claims for additional compensation for extra work and submit findings and recommendations to County for hearings or litigation as required. Assist County in preparation and documentation of factual evidence.
18. Maintain files for correspondences, change orders, submittals and RFI's.
19. Assist County with public outreach efforts to include attending necessary public meetings and coordinating with stakeholders and other entities during construction.
20. Coordinate and host a CPM baseline schedule review meeting with the Design-Builder and County.
21. Participate in the pre-construction meeting to establish appropriate lines of communication and pre-construction requirements associated with the project with the contractor.
22. Coordinate and host weekly construction meetings to address the current status of the Design-Builder's work schedule, outstanding issues, submittals, shop drawings, and change orders.
23. Coordinate and host month-ending construction meeting as part of weekly progress meeting to determine schedule changes and facility adjustments required to maintain the Design-Builder's schedule for project completion.
24. Prepare and distribute meeting minutes from all hosted meetings
25. Review project for final acceptance and coordinate final review with County personnel. Coordinate outstanding issues with County personnel to verify resolutions prior to final acceptance.
26. Coordinate final documentation processing, in accordance with County and FDOT standards, and submit to staff upon completion of the project.
27. Assist the County in the Construction Engineering Inspection of Emergency Contracts when required.
28. Assist in the preparation and issuance of construction work orders.
29. Review plans and construction documents and prepare cost estimates.

B. Field Observation / Inspection

1. Maintain project daily documenting daily construction activities, weather conditions, time charges and contractor's resources as well as project specific information associated with the project. This daily will also incorporate contract items of observation and decisions associated with the construction of the project.
2. Observe and monitor the Contractor's operation and determine, in general, compliance with the construction plans and specifications on each item of work underway and confirm that specified material is incorporated into the work.
3. Confirm that the Design-Builder has obtained necessary permits.
4. Review Design-Builder's daily quantities of work completed.
5. Complete daily construction activity reports.
6. Notify County immediately in the event of an on-site accident.

7. Consultant will coordinate and perform all Quality Assurance / Verification construction field materials sampling and testing. Design-Builder to perform Quality Control Testing.
8. Coordinate utility adjustment activities, utility installation verification, monitoring, record management, reporting and as-built drawings.
9. Monitor the Design-Builder's traffic control plan for compliance with plans and specifications and provide recommendations to County, if needed.
10. Coordinate material-testing needs with the Design-Builder's schedule and schedule required tests with the County designated lab. Verify test frequencies adhere to sampling frequencies outlined in the specifications.
11. Review test reports for accuracy and maintain filing system for test reports and material compliance as required.
12. Prepare photographic project documentation to include individual activities and overall progress as well as impacts to the public.
13. Review Design-Builder's videos and photographs taken in accordance with the construction contract.
14. Attend construction, utility coordination and scheduling meetings.
15. Upon receipt of the Design-Builder's Request for Substantial Completion Inspection, conduct substantial completion inspection, prepare the project punch list of discrepancies for the various construction items and monitor the completion and acceptance of the items as required by the specifications. The "Certificate of Acceptance for Substantial Completion" will be recommended when the project meets minimum requirement for substantial completion in accordance with the contract requirements.
16. Coordinate with County's maintenance department for input on substantial completion inspection and project lunch list.
17. Ensure all closeout documentation is received from the Design-Builder, including but not limited to all guarantees, operating and maintenance manuals, releases of claims and certificate required and then deliver them to the County.
18. After satisfactory completion of the punch list, the Certificate of Final Acceptance and final payment will be recommended to the Design-Builder.

C. Additional Terms and Conditions

1. Consultant shall be represented by a registered professional engineer licensed to practice in the State of Florida at meetings of any official nature concerning the project, including but not limited to scope of meetings, review meetings, pre-bid meetings, and pre-construction meetings.
2. Consultant services must be performed with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of its same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
3. Consultant is responsible for:
 - A. Approve Design-Builder's construction means, methods, techniques, sequences, procedures, or safety precautions and programs
 - B. Notify the County of the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to consultant, to fulfill contractual

responsibilities to County or to comply with federal, or local laws, regulations and codes

- C. Procuring permits, certificates, and licenses required for any construction unless those procurement responsibilities are specifically assigned to the Design Builder.
 - D. Request Design Builder changes and/or modifies project plans or specifications upon County's approval.
4. Consultant's performance of the Services does not relieve the Design Builder of their duties and obligations to County either by contract or by law. Consultant shall not have control over or charge of acts or omissions of the Design Builder, or any of its or their subcontractors, agents, or employees, or any other persons performing portions of the construction work; and any designers shall remain solely responsible for their design and for any errors, deficiencies, or omissions contained in any drawings, specifications or other instruments of the designer's services.

PINNACLE

Department of Transportation and Public Works

E19-DTPW-09 20190190 Construction Engineering and Inspection Services for Various DTPW Projects
Personnel Classification Information

Position	Hourly Rate	Job Responsibility
Project Principal	\$170.00	Oversee Contract and Administration
Senior Engineer	\$70.00	Construction Contract Administration and Lead Engineer
Project Administrator	\$53.00	Day to day operations and resolution of field issues
Contract Support Specialist	\$42.00	Responsible for quantity tracking and progress payments
Senior Roadway Inspector	\$35.00	Lead field inspector for roadway items
Senior Bridge Inspector	\$39.00	Lead field inspector for bridge items
Senior ITS Inspector	\$41.00	Lead field inspector for ITS components
Roadway Inspector	\$26.00	Field inspector for roadway items
Bridge Inspector	\$28.00	Field Inspector for bridge items
Resident Compliance Specialist	\$30.00	Responsible for compliance with federal labor regulations.
Underwater Bridge Inspector	\$36.42	Certified Diver to perform underwater bridge inspection

Multipliers and reimbursements:

Field/MDC Multiplier = 2.5

Home Office Multiplier = 2.9

Mileage @ standard current annual IRS Mileage Rate

Cell Phone Reimbursement= \$70/ Month

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR VARIOUS DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS PROJECTS ISD PROJECT NO. E19-DTPW-09; DTPW PROJECT 20190190

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

WITNESSETH:

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

SECTION I - COUNTY OBLIGATIONS

The Department of Transportation and Public Works [hereinafter sometimes referred to as “DTPW”] shall furnish to the CONSULTANT any plans and other data available in the Miami-Dade County records pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

DTPW shall issue written authorization to proceed to the CONSULTANT for each section of the work to be performed hereunder or for each task work order. The task work orders will be assigned through an additional selection based on a) firm expertise; b) consultant staff availability to perform the task services, with consideration for tasks already assigned by DTPW. Each consultant may exercise their right to refuse an assigned task work order by submitting a written Right of Refusal letter to the project manager within five (5) business days. In case of emergency, the COUNTY reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

The CONSULTANT shall submit a proposal upon DTPW’s request prior to the issuance of a Notice to Proceed. As stated in Article 1.3, Scope of Services, of the Notice to Professional Services (NTPC) and attached as Exhibit A of this PSA. This contract is one (1) of four (4) contracts for CEI services required for contract administration and inspection for various DTPW projects. The Total Combined Maximum Limiting Amount of all contracts is not to exceed \$10,000,000. This is a task assignment type agreement. The Department will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each project assigned under this agreement. No payment shall be made for the CONSULTANT’S time or services in connection with the preparation of any such proposal.

DTPW shall confer with the CONSULTANT before any Notice to Proceed is issued to discuss and agree upon the scope, time for completion, estimate man hours and fee for services to be rendered pursuant to this Agreement. Fees must be based on negotiated hour rates and multipliers attached under Exhibit B of this agreement.

SECTION II - PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from DTPW, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Notice to Proceed. The standard of care applicable to CONSULTANT's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Said services ARE DETAILED UNDER Exhibit A.

SECTION III - TIME FOR COMPLETION

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

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

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 subconsultants/subcontractors, third-party consultants/contractor, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

A. Lump Sum Fee

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

B. Reimbursable Expenses

The CONSULTANT shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by DTPW. Reimbursable expenses may include:

1. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.
2. Expenses for travel, transportation and subsistence outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

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

1. The fee for engineering services rendered by the CONSULTANT's personnel shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times a negotiated multiplier, as shown in Exhibit B attached.
This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
2. The CONSULTANT shall be compensated at the flat rate shown in Exhibit B for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principals:
Ignacio Serralta, P.E.
3. Overtime work considered necessary and expressly authorized by DTPW in advance shall be compensated at time-and-a-half of the rate established by Subsection V-C (1) hereof.

SECTION VI - ADDITIONAL SERVICES

Additional services for the performance of this agreement will need to be negotiated and approved by DTPW Director.

SECTION VII - METHODS OF PAYMENT

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

A. Estimated Professional Fees and/or Reimbursable Expenses

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed and/or expenses incurred.
2. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections V-B and V-C hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

B. Lump Sum Fee

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed.
2. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

SECTION VIII - SCHEDULE OF WORK

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

SECTION IX - RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to the satisfaction of DTPW who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. DTPW's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of DTPW, the CONSULTANT shall present any such objections in writing to the County Mayor. The County Mayor or the County Mayor's Designee and the CONSULTANT shall abide by the decisions of the County Mayor. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

SECTION X - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps contract documents, and/or other data developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the CONSULTANT at any time upon request by the COUNTY. Reuse of such data by the COUNTY for any purpose other than that for which prepared shall be at the COUNTY's sole risk. When each individual section of work requested pursuant to this Agreement is completed, all of the above data shall be delivered to DTPW.

SECTION XI - REUSE OF DOCUMENTS

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

SECTION XII - NOTICES

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

SECTION XIII - ABANDONMENT

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

SECTION XIV - AUDIT RIGHTS

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

SECTION XV – SUBCONTRACTING

The CONSULTANT shall not subcontract any work under this Agreement without the written consent of DTPW. When applicable and upon receipt of such consent in writing, the CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignments or transfer of work will be allowed.

SECTION XVI - WARRANTY

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's county approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, DTPW shall have the right to annul this Agreement without liability.

SECTION XVII - TERMINATION OF AGREEMENT

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

SECTION XVIII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of five (5) calendar years, excluding the warranty administration period (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XIII, and Section XXV hereof.

SECTION XIX - DEFAULT

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

SECTION XX - INDEMNIFICATION AND INSURANCE

The CONSULTANT shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including, but not limited to, attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings to the extent arising out of, relating to or resulting from the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT or its employees, agents, servants, partners principals or subcontractors. The CONSULTANT shall pay damages and losses in connection therewith, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, to the extent of CONSULTANT's negligence, recklessness, or intentional wrongful conduct. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant shall furnish to the Department of Transportation and Public Works, 111 NW 1st Street, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440 including coverage under the U.S. Longshoremen and Harbor Workers' Act (USLH) and/or Jones Act as applicable for any activities on or about navigable water.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$2,000,000 per claim.

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ:

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

SECTION XXI - CERTIFICATION OF WAGE RATES

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

SECTION XXII - ORDINANCES

The CONSULTANT agrees to abide and be governed by the COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R-385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Resolution No. R-1206-97, superseded by Resolution No. R-702-98 (Project Fresh Start-Welfare-to-Work Initiative, Welfare Reform), Ordinance No. 98-106 (Cone of Silence), which are incorporated herein by reference, as if fully set forth herein, in connection with the CONSULTANT's obligations hereunder.

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

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

SECTION XXIII – INTENTIONALLY OMITTED

SECTION XXIV - AFFIRMATIVE ACTION

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

SECTION XXV - DISABILITY NONDISCRIMINATION

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

SECTION XXVI - PROMPT PAYMENT OF SMALL BUSINESS SUBCONSULTANTS

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

SECTION XXVII - ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

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

SECTION XXVIII – E-VERIFY

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

SECTION XXIV – PERFORMANCE EVALUATION

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

SECTION XXXIV CONSULTANT'S ROLE DURING CONSTRUCTION

CONSULTANT shall not be responsible during construction of the projects subject to this agreement for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the projects subject to this agreement in accordance with the contract documents or violation of any safety laws, regulations or laws.

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

IN WITNESS WHEREOF the parties hereto have executed these presents this ____ day of _____ 20__.

ATTEST:

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

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

By: _____
County Mayor

ATTEST:

SRS Engineering, Inc.
A Florida Corporation

By: 
Corporate Secretary

By: 
President

(CORPORATE SEAL)

Approved as to form and legal sufficiency.

Assistant County Attorney

EXHIBIT A

Scope of CEI Services for Various DTPW Projects

Consultant shall perform its obligations as follows: Construction Administration and Management Services:

A. Construction Management

1. Act as County's representative and provide project inspection
2. Assist the County with constructability and technical plan reviews, and "Value Engineering" as necessary for plan revisions during construction.
3. Analyze construction project requirements in terms of personnel required for observation/inspection of workmanship, materials onsite, and construction progress to determine reasonable conformance with the design intent of the plans and specifications. Assign field personnel to perform services for the project, once awarded and obtain approval of assignment from County
4. Deliver material samples to County's designated lab provider. Provide coordination with County's designated lab, assignment of testing/inspection personnel, review invoices to verify accuracy and coordinate shop drawing/submittal reviews and approvals process. Review testing-lab report results for compliance with the contract and notify the Design-Builder and County of failures.
5. Inspect the project to verify general compliance with the design intent of the plan and specification requirements.
6. Prepare, distribute and file project correspondences.
7. Review the Design-Builder's CPM schedule and verify general compliance with the specifications associated with the project.
8. Maintain complete, accurate records of all activities and events relating to the project and properly document project changes.
9. Produce an independent estimate in order to review and recommend the Design-Builder's monthly, pre-final and final pay estimates for construction of the project.
10. Review and recommend payment or rejection of the Design-Builder's monthly pay estimates of work performed associated with the project.
11. Prepare monthly progress report of construction activities with outstanding issues outlined for review. Report will include time expended, cost of work in place, anticipated completion date and other information as requested by County. Monthly progress information associated with the project will be submitted to County for review and approval.
12. Review Design-Builder's request for additional compensation for extra work and submit findings and recommendations to County.
13. Review the Design-Builder's request for time extensions and submit findings and recommendations to County.
14. Assist in the preparation and issuance of construction change orders and supplemental agreements. Forward recommendations associated with time and costs to County for approval prior to implementation. Coordinate with County and County's design.

15. Preparation of plans and specifications associated with above change orders and supplemental agreements will not be included in the scope of services for this agreement.
16. Review, make recommendations and/or coordinate the response to the Design-Builder's requests for information ("RFI") and submittals. Coordinate with County and County Design.
17. Provide oversight review on review of Design-Builder's claims for additional compensation for extra work and submit findings and recommendations to County for hearings or litigation as required. Assist County in preparation and documentation of factual evidence.
18. Maintain files for correspondences, change orders, submittals and RFI's.
19. Assist County with public outreach efforts to include attending necessary public meetings and coordinating with stakeholders and other entities during construction.
20. Coordinate and host a CPM baseline schedule review meeting with the Design-Builder and County.
21. Participate in the pre-construction meeting to establish appropriate lines of communication and pre-construction requirements associated with the project with the contractor.
22. Coordinate and host weekly construction meetings to address the current status of the Design-Builder's work schedule, outstanding issues, submittals, shop drawings, and change orders.
23. Coordinate and host month-ending construction meeting as part of weekly progress meeting to determine schedule changes and facility adjustments required to maintain the Design-Builder's schedule for project completion.
24. Prepare and distribute meeting minutes from all hosted meetings
25. Review project for final acceptance and coordinate final review with County personnel. Coordinate outstanding issues with County personnel to verify resolutions prior to final acceptance.
26. Coordinate final documentation processing, in accordance with County and FDOT standards, and submit to staff upon completion of the project.
27. Assist the County in the Construction Engineering Inspection of Emergency Contracts when required.
28. Assist in the preparation and issuance of construction work orders.
29. Review plans and construction documents and prepare cost estimates.

B. Field Observation / Inspection

1. Maintain project daily documenting daily construction activities, weather conditions, time charges and contractor's resources as well as project specific information associated with the project. This daily will also incorporate contract items of observation and decisions associated with the construction of the project.
2. Observe and monitor the Contractor's operation and determine, in general, compliance with the construction plans and specifications on each item of work underway and confirm that specified material is incorporated into the work.
3. Confirm that the Design-Builder has obtained necessary permits.
4. Review Design-Builder's daily quantities of work completed.
5. Complete daily construction activity reports.
6. Notify County immediately in the event of an on-site accident.

7. Consultant will coordinate and perform all Quality Assurance / Verification construction field materials sampling and testing. Design-Builder to perform Quality Control Testing.
8. Coordinate utility adjustment activities, utility installation verification, monitoring, record management, reporting and as-built drawings.
9. Monitor the Design-Builder's traffic control plan for compliance with plans and specifications and provide recommendations to County, if needed.
10. Coordinate material-testing needs with the Design-Builder's schedule and schedule required tests with the County designated lab. Verify test frequencies adhere to sampling frequencies outlined in the specifications.
11. Review test reports for accuracy and maintain filing system for test reports and material compliance as required.
12. Prepare photographic project documentation to include individual activities and overall progress as well as impacts to the public.
13. Review Design-Builder's videos and photographs taken in accordance with the construction contract.
14. Attend construction, utility coordination and scheduling meetings.
15. Upon receipt of the Design-Builder's Request for Substantial Completion Inspection, conduct substantial completion inspection, prepare the project punch list of discrepancies for the various construction items and monitor the completion and acceptance of the items as required by the specifications. The "Certificate of Acceptance for Substantial Completion" will be recommended when the project meets minimum requirement for substantial completion in accordance with the contract requirements.
16. Coordinate with County's maintenance department for input on substantial completion inspection and project lunch list.
17. Ensure all closeout documentation is received from the Design-Builder, including but not limited to all guarantees, operating and maintenance manuals, releases of claims and certificate required and then deliver them to the County.
18. After satisfactory completion of the punch list, the Certificate of Final Acceptance and final payment will be recommended to the Design-Builder.

C. Additional Terms and Conditions

1. Consultant shall be represented by a registered professional engineer licensed to practice in the State of Florida at meetings of any official nature concerning the project, including but not limited to scope of meetings, review meetings, pre-bid meetings, and pre-construction meetings.
2. Consultant services must be performed with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of its same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
3. Consultant is responsible for:
 - A. Approve Design-Builder's construction means, methods, techniques, sequences, procedures, or safely precautions and programs
 - B. Notify the County of the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to consultant, to fulfill contractual

responsibilities to County or to comply with federal, or local laws, regulations and codes

- C. Procuring permits, certificates, and licenses required for any construction unless those procurement responsibilities are specifically assigned to the Design Builder.
 - D. Request Design Builder changes and/or modifies project plans or specifications upon County's approval.
4. Consultant's performance of the Services does not relieve the Design Builder of their duties and obligations to County either by contract or by law. Consultant shall not have control over or charge of acts or omissions of the Design Builder, or any of its or their subcontractors, agents, or employees, or any other persons performing portions of the construction work; and any designers shall remain solely responsible for their design and for any errors, deficiencies, or omissions contained in any drawings, specifications or other instruments of the designer's services.

EXHIBIT B

May 6, 2020

SRS Engineering accepts the following positions and rates shown in table below.

Position	Hourly Rate	Job Responsibility
Project Principal	\$170.00	Oversee Contract Administration
Senior Engineer	\$70.00	Construction Contract Administration and Lead Engineer
Project Administrator	\$53.00	Day to day operations and resolution of field issues
Contract Support Specialist	\$42.00	Responsible for quantity tracking and progress payment
Senior Roadway Inspector	\$35.00	Lead field inspector for roadway items
Senior Bridge Inspector	\$39.00	Lead field inspector for bridge items
Senior ITS Inspector	\$41.00	Lead field inspector for ITS components
Roadway Inspector	\$26.00	Field inspector for roadway items
Bridge Inspector	\$28.00	Field inspector for bridge items
Resident Compliance Specialist	\$30.00	Responsible for compliance with federal labor regulations
Underwater Bridge Inspector	\$36.42	Certified Diver to perform underwater bridge inspection


Multipliers and reimbursements:

Field/MDC Multiplier = 2.5

Home Office Multiplier = 2.9

Mileage @ standard current annual IRS Mileage Rate

Cell Phone Reimbursement = \$70.00/Month


Ignacio Serralta
President

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR VARIOUS DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS PROJECTS ISD PROJECT NO. E19-DTPW-09; DTPW PROJECT 20190190

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

WITNESSETH:

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

SECTION I - COUNTY OBLIGATIONS

The Department of Transportation and Public Works [hereinafter sometimes referred to as "DTPW"] shall furnish to the CONSULTANT any plans and other data available in the Miami-Dade County records pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

DTPW shall issue written authorization to proceed to the CONSULTANT for each section of the work to be performed hereunder or for each task work order. The task work orders will be assigned through an additional selection based on a) firm expertise; b) consultant staff availability to perform the task services, with consideration for tasks already assigned by DTPW. Each consultant may exercise their right to refuse an assigned task work order by submitting a written Right of Refusal letter to the project manager within five (5) business days. In case of emergency, the COUNTY reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

The CONSULTANT shall submit a proposal upon DTPW's request prior to the issuance of a Notice to Proceed. As stated in Article 1.3, Scope of Services, of the Notice to Professional Services (NTPC) and attached as Exhibit A of this PSA. This contract is one (1) of four (4) contracts for CEI services required for contract administration and inspection for various DTPW projects. The Total Combined Maximum Limiting Amount of all contracts is not to exceed \$10,000,000. This is a task assignment type agreement. The Department will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each project assigned under this agreement. No payment shall be made for the CONSULTANT'S time or services in connection with the preparation of any such proposal.

DTPW shall confer with the CONSULTANT before any Notice to Proceed is issued to discuss and agree upon the scope, time for completion, estimate man hours and fee for services to be rendered pursuant to this Agreement. Fees must be based on negotiated hour rates and multipliers attached under Exhibit B of this agreement.

SECTION II - PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from DTPW, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Notice to Proceed. The standard of care applicable to CONSULTANT's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Said services ARE DETAILED UNDER Exhibit A.

SECTION III - TIME FOR COMPLETION

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

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

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 subconsultants/subcontractors, third-party consultants/contractor, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

A. Lump Sum Fee

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

B. Reimbursable Expenses

The CONSULTANT shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by DTPW. Reimbursable expenses may include:

1. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.
2. Expenses for travel, transportation and subsistence outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

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

1. The fee for engineering services rendered by the CONSULTANT's personnel shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times a negotiated multiplier, as shown in Exhibit B attached.
This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
2. The CONSULTANT shall be compensated at the flat rate shown in Exhibit B for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principals:
Robert J. Behar, PE.
3. Overtime work considered necessary and expressly authorized by DTPW in advance shall be compensated at time-and-a-half of the rate established by Subsection V-C (1) hereof.

SECTION VI - ADDITIONAL SERVICES

Additional services for the performance of this agreement will need to be negotiated and approved by DTPW Director.

SECTION VII - METHODS OF PAYMENT

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

A. Estimated Professional Fees and/or Reimbursable Expenses

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed and/or expenses incurred.
2. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections V-B and V-C hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

B. Lump Sum Fee

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed.
2. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

SECTION VIII - SCHEDULE OF WORK

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

SECTION IX - RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to the satisfaction of DTPW who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. DTPW's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of DTPW, the CONSULTANT shall present any such objections in writing to the County Mayor. The County Mayor or the County Mayor's Designee and the CONSULTANT shall abide by the decisions of the County Mayor. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

SECTION X - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps contract documents, and/or other data developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the CONSULTANT at any time upon request by the COUNTY. Reuse of such data by the COUNTY for any purpose other than that for which prepared shall be at the COUNTY's sole risk. When each individual section of work requested pursuant to this Agreement is completed, all of the above data shall be delivered to DTPW.

SECTION XI - REUSE OF DOCUMENTS

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

SECTION XII - NOTICES

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

SECTION XIII - ABANDONMENT

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

SECTION XIV - AUDIT RIGHTS

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

SECTION XV – SUBCONTRACTING

The CONSULTANT shall not subcontract any work under this Agreement without the written consent of DTPW. When applicable and upon receipt of such consent in writing, the CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignments or transfer of work will be allowed.

SECTION XVI - WARRANTY

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's county approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, DTPW shall have the right to annul this Agreement without liability.

SECTION XVII - TERMINATION OF AGREEMENT

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

SECTION XVIII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of five (5) calendar years, excluding the warranty administration period (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XIII, and Section XXV hereof.

SECTION XIX - DEFAULT

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

SECTION XX - INDEMNIFICATION AND INSURANCE

The CONSULTANT shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including, but not limited to, attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings to the extent arising out of, relating to or resulting from the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT or its employees, agents, servants, partners principals or subcontractors. The CONSULTANT shall pay damages and losses in connection therewith, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, to the extent of CONSULTANT's negligence, recklessness, or intentional wrongful conduct. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant shall furnish to the Department of Transportation and Public Works, 111 NW 1st Street, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440 including coverage under the U.S. Longshoremen and Harbor Workers' Act (USLH) and/or Jones Act as applicable for any activities on or about navigable water.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$2,000,000 per claim.

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ:

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

SECTION XXI - CERTIFICATION OF WAGE RATES

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

SECTION XXII - ORDINANCES

The CONSULTANT agrees to abide and be governed by the COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R-385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Resolution No. R-1206-97, superseded by Resolution No. R-702-98 (Project Fresh Start-Welfare-to-Work Initiative, Welfare Reform), Ordinance No. 98-106 (Cone of Silence), which are incorporated herein by reference, as if fully set forth herein, in connection with the CONSULTANT's obligations hereunder.

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

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

SECTION XXIII – INTENTIONALLY OMITTED

SECTION XXIV - AFFIRMATIVE ACTION

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

SECTION XXV - DISABILITY NONDISCRIMINATION

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

SECTION XXVI - PROMPT PAYMENT OF SMALL BUSINESS SUBCONSULTANTS

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

SECTION XXVII - ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

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

SECTION XXVIII – E-VERIFY

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

SECTION XXIV – PERFORMANCE EVALUATION

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

SECTION XXXIV CONSULTANT'S ROLE DURING CONSTRUCTION

CONSULTANT shall not be responsible during construction of the projects subject to this agreement for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the projects subject to this agreement in accordance with the contract documents or violation of any safety laws, regulations or laws.

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

IN WITNESS WHEREOF the parties hereto have executed these presents this ____ day of _____ 20__.

ATTEST:

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

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

By: _____

County Mayor

ATTEST:

R. J. Behar & Company Inc.

A Florida Corporation



By: _____
Dereth Behar

Corporate Secretary



By: _____
Robert J. Behar, P.E.

President

(CORPORATE SEAL)

Approved as to form and legal sufficiency.

Assistant County Attorney

EXHIBIT A

Scope of CEI Services for Various DTPW Projects

Consultant shall perform its obligations as follows: Construction Administration and Management Services:

A. Construction Management

1. Act as County's representative and provide project inspection
2. Assist the County with constructability and technical plan reviews, and "Value Engineering" as necessary for plan revisions during construction.
3. Analyze construction project requirements in terms of personnel required for observation/inspection of workmanship, materials onsite, and construction progress to determine reasonable conformance with the design intent of the plans and specifications. Assign field personnel to perform services for the project, once awarded and obtain approval of assignment from County
4. Deliver material samples to County's designated lab provider. Provide coordination with County's designated lab, assignment of testing/inspection personnel, review invoices to verify accuracy and coordinate shop drawing/submittal reviews and approvals process. Review testing-lab report results for compliance with the contract and notify the Design-Builder and County of failures.
5. Inspect the project to verify general compliance with the design intent of the plan and specification requirements.
6. Prepare, distribute and file project correspondences.
7. Review the Design-Builder's CPM schedule and verify general compliance with the specifications associated with the project.
8. Maintain complete, accurate records of all activities and events relating to the project and properly document project changes.
9. Produce an independent estimate in order to review and recommend the Design-Builder's monthly, pre-final and final pay estimates for construction of the project.
10. Review and recommend payment or rejection of the Design-Builder's monthly pay estimates of work performed associated with the project.
11. Prepare monthly progress report of construction activities with outstanding issues outlined for review. Report will include time expended, cost of work in place, anticipated completion date and other information as requested by County. Monthly progress information associated with the project will be submitted to County for review and approval.
12. Review Design-Builder's request for additional compensation for extra work and submit findings and recommendations to County.
13. Review the Design-Builder's request for time extensions and submit findings and recommendations to County.
14. Assist in the preparation and issuance of construction change orders and supplemental agreements. Forward recommendations associated with time and costs to County for approval prior to implementation. Coordinate with County and County's design.

15. Preparation of plans and specifications associated with above change orders and supplemental agreements will not be included in the scope of services for this agreement.
16. Review, make recommendations and/or coordinate the response to the Design-Builder's requests for information ("RFI") and submittals. Coordinate with County and County Design.
17. Provide oversight review on review of Design-Builder's claims for additional compensation for extra work and submit findings and recommendations to County for hearings or litigation as required. Assist County in preparation and documentation of factual evidence.
18. Maintain files for correspondences, change orders, submittals and RFI's.
19. Assist County with public outreach efforts to include attending necessary public meetings and coordinating with stakeholders and other entities during construction.
20. Coordinate and host a CPM baseline schedule review meeting with the Design-Builder and County.
21. Participate in the pre-construction meeting to establish appropriate lines of communication and pre-construction requirements associated with the project with the contractor.
22. Coordinate and host weekly construction meetings to address the current status of the Design-Builder's work schedule, outstanding issues, submittals, shop drawings, and change orders.
23. Coordinate and host month-ending construction meeting as part of weekly progress meeting to determine schedule changes and facility adjustments required to maintain the Design-Builder's schedule for project completion.
24. Prepare and distribute meeting minutes from all hosted meetings
25. Review project for final acceptance and coordinate final review with County personnel. Coordinate outstanding issues with County personnel to verify resolutions prior to final acceptance.
26. Coordinate final documentation processing, in accordance with County and FDOT standards, and submit to staff upon completion of the project.
27. Assist the County in the Construction Engineering Inspection of Emergency Contracts when required.
28. Assist in the preparation and issuance of construction work orders.
29. Review plans and construction documents and prepare cost estimates.

B. Field Observation / Inspection

1. Maintain project daily documenting daily construction activities, weather conditions, time charges and contractor's resources as well as project specific information associated with the project. This daily will also incorporate contract items of observation and decisions associated with the construction of the project.
2. Observe and monitor the Contractor's operation and determine, in general, compliance with the construction plans and specifications on each item of work underway and confirm that specified material is incorporated into the work.
3. Confirm that the Design-Builder has obtained necessary permits.
4. Review Design-Builder's daily quantities of work completed.
5. Complete daily construction activity reports.
6. Notify County immediately in the event of an on-site accident.

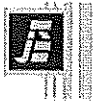
7. Consultant will coordinate and perform all Quality Assurance / Verification construction field materials sampling and testing. Design-Builder to perform Quality Control Testing.
8. Coordinate utility adjustment activities, utility installation verification, monitoring, record management, reporting and as-built drawings.
9. Monitor the Design-Builder's traffic control plan for compliance with plans and specifications and provide recommendations to County, if needed.
10. Coordinate material-testing needs with the Design-Builder's schedule and schedule required tests with the County designated lab. Verify test frequencies adhere to sampling frequencies outlined in the specifications.
11. Review test reports for accuracy and maintain filing system for test reports and material compliance as required.
12. Prepare photographic project documentation to include individual activities and overall progress as well as impacts to the public.
13. Review Design-Builder's videos and photographs taken in accordance with the construction contract.
14. Attend construction, utility coordination and scheduling meetings.
15. Upon receipt of the Design-Builder's Request for Substantial Completion Inspection, conduct substantial completion inspection, prepare the project punch list of discrepancies for the various construction items and monitor the completion and acceptance of the items as required by the specifications. The "Certificate of Acceptance for Substantial Completion" will be recommended when the project meets minimum requirement for substantial completion in accordance with the contract requirements.
16. Coordinate with County's maintenance department for input on substantial completion inspection and project lunch list.
17. Ensure all closeout documentation is received from the Design-Builder, including but not limited to all guarantees, operating and maintenance manuals, releases of claims and certificate required and then deliver them to the County.
18. After satisfactory completion of the punch list, the Certificate of Final Acceptance and final payment will be recommended to the Design-Builder.

C. Additional Terms and Conditions

1. Consultant shall be represented by a registered professional engineer licensed to practice in the State of Florida at meetings of any official nature concerning the project, including but not limited to scope of meetings, review meetings, pre-bid meetings, and pre-construction meetings.
2. Consultant services must be performed with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of its same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
3. Consultant is responsible for:
 - A. Approve Design-Builder's construction means, methods, techniques, sequences, procedures, or safety precautions and programs
 - B. Notify the County of the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to consultant, to fulfill contractual

responsibilities to County or to comply with federal, or local laws, regulations and codes

- C. Procuring permits, certificates, and licenses required for any construction unless those procurement responsibilities are specifically assigned to the Design Builder.
 - D. Request Design Builder changes and/or modifies project plans or specifications upon County's approval.
4. Consultant's performance of the Services does not relieve the Design Builder of their duties and obligations to County either by contract or by law. Consultant shall not have control over or charge of acts or omissions of the Design Builder, or any of its or their subcontractors, agents, or employees, or any other persons performing portions of the construction work; and any designers shall remain solely responsible for their design and for any errors, deficiencies, or omissions contained in any drawings, specifications or other instruments of the designer's services.



R.J. Behar & Company, Inc.
Engineers • Planners

May 4, 2020

Jorge Vital, A/E Consultant Selection Coordinator
Miami-Dade County – ISD Strategic Procurement Division
111 NW 1st Street, 13th Floor
Miami, FL 33128

Re: Construction Engineering and Inspection Services for Various Department of Transportation and Public Works Projects, ISD Project No. E19-DTPW-09; DTPW Project 20190190

Dear Mr. Vital:

R.J. Behar & Company, Inc. is writing to accept the positions and rates described below for the above referenced project.

Position	Hourly Rate	Job Responsibility
Project Principal	\$170.00	Oversee Contract and Administration
Senior Engineer	\$70.00	Construction Contract Administration and Lead Engineer
Project Administrator	\$53.00	Day to day operations and resolution of field issues
Contract Support Specialist	\$42.00	Responsible for quantity tracking and progress payments
Senior Roadway Inspector	\$35.00	Lead field inspector for roadway items
Senior Bridge Inspector	\$39.00	Lead field inspector for bridge items
Senior ITS Inspector	\$41.00	Lead field inspector for ITS components
Roadway Inspector	\$26.00	Field inspector for roadway items
Bridge Inspector	\$28.00	Field Inspector for bridge items
Resident Compliance Specialist	\$30.00	Responsible for compliance with federal labor regulations.
Underwater Bridge Inspector	\$36.42	Certified Diver to perform underwater bridge inspection

Multipliers and reimbursements:

- Field/MDC Multiplier = 2.5
- Home Office Multiplier = 2.9
- Mileage @ standard current annual IRS Mileage Rate
- Cell Phone Reimbursement= \$70/ Month

If you require any additional information, please do not hesitate to contact me.

Sincerely,

Robert J. Behar, PE
President

NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR VARIOUS DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS PROJECTS ISD PROJECT NO. E19-DTPW-09; DTPW PROJECT 20190190

THIS NON-EXCLUSIVE AGREEMENT, [the "Agreement"] by and between Miami-Dade County, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "COUNTY",] and the 300 Engineering Group, P.A., a Florida Corporation, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

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

SECTION I - COUNTY OBLIGATIONS

The Department of Transportation and Public Works [hereinafter sometimes referred to as "DTPW"] shall furnish to the CONSULTANT any plans and other data available in the Miami-Dade County records pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

DTPW shall issue written authorization to proceed to the CONSULTANT for each section of the work to be performed hereunder or for each task work order. The task work orders will be assigned through an additional selection based on a) firm expertise; b) consultant staff availability to perform the task services, with consideration for tasks already assigned by DTPW. Each consultant may exercise their right to refuse an assigned task work order by submitting a written Right of Refusal letter to the project manager within five (5) business days. In case of emergency, the COUNTY reserves the right to issue oral authorization to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

The CONSULTANT shall submit a proposal upon DTPW's request prior to the issuance of a Notice to Proceed. As stated in Article 1.3, Scope of Services, of the Notice to Professional Services (NTPC) and attached as Exhibit A of this PSA. This contract is one (1) of four (4) contracts for CEI services required for contract administration and inspection for various DTPW projects. The Total Combined Maximum Limiting Amount of all contracts is not to exceed \$10,000,000. This is a task assignment type agreement. The Department will furnish the Consultant a task work order specifying the services to be performed and the fees to be paid for each project assigned under this agreement. No payment shall be made for the CONSULTANT'S time or services in connection with the preparation of any such proposal.

DTPW shall confer with the CONSULTANT before any Notice to Proceed is issued to discuss and agree upon the scope, time for completion, estimate man hours and fee for services to be rendered pursuant to this Agreement. Fees must be based on negotiated hour rates and multipliers attached under Exhibit B of this agreement.

SECTION II - PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from DTPW, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Notice to Proceed. The standard of care applicable to CONSULTANT's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Said services ARE DETAILED UNDER Exhibit A.

SECTION III - TIME FOR COMPLETION

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

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

SECTION IV - FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightening, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractor, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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

SECTION V - COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

A. Lump Sum Fee

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

B. Reimbursable Expenses

The CONSULTANT shall be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by DTPW. Reimbursable expenses may include:

1. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.
2. Expenses for travel, transportation and subsistence outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

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

1. The fee for engineering services rendered by the CONSULTANT's personnel shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times a negotiated multiplier, as shown in Exhibit B attached.
This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
2. The CONSULTANT shall be compensated at the flat rate shown in Exhibit B for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principals:
Franklin A. Torrealba, P.E.
3. Overtime work considered necessary and expressly authorized by DTPW in advance shall be compensated at time-and-a-half of the rate established by Subsection V-C (1) hereof.

SECTION VI - ADDITIONAL SERVICES

Additional services for the performance of this agreement will need to be negotiated and approved by DTPW Director.

SECTION VII - METHODS OF PAYMENT

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

A. Estimated Professional Fees and/or Reimbursable Expenses

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed and/or expenses incurred.
2. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections V-B and V-C hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

B. Lump Sum Fee

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed.
2. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

SECTION VIII - SCHEDULE OF WORK

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

SECTION IX - RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to the satisfaction of DTPW who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. DTPW's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of DTPW, the CONSULTANT shall present any such objections in writing to the County Mayor. The County Mayor or the County Mayor's Designee and the CONSULTANT shall abide by the decisions of the County Mayor. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

SECTION X - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps contract documents, and/or other data developed by the CONSULTANT pursuant to this Agreement shall become the property of the COUNTY without restrictions or limitations upon their use and shall be made available by the CONSULTANT at any time upon request by the COUNTY. Reuse of such data by the COUNTY for any purpose other than that for which prepared shall be at the COUNTY's sole risk. When each individual section of work requested pursuant to this Agreement is completed, all of the above data shall be delivered to DTPW.

SECTION XI - REUSE OF DOCUMENTS

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

SECTION XII - NOTICES

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

SECTION XIII - ABANDONMENT

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

SECTION XIV - AUDIT RIGHTS

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

SECTION XV - SUBCONTRACTING

The CONSULTANT shall not subcontract any work under this Agreement without the written consent of DTPW. When applicable and upon receipt of such consent in writing, the CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignments or transfer of work will be allowed.

SECTION XVI - WARRANTY

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's county approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, DTPW shall have the right to annul this Agreement without liability.

SECTION XVII - TERMINATION OF AGREEMENT

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

SECTION XVIII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of five (5) calendar years, excluding the warranty administration period (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in Section XIII, Section XVI, Section XVII, Section XIX, Section XIII, and Section XXV hereof.

SECTION XIX - DEFAULT

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

SECTION XX - INDEMNIFICATION AND INSURANCE

The CONSULTANT shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including, but not limited to, attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings to the extent arising out of, relating to or resulting from the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT or its employees, agents, servants, partners principals or subcontractors. The CONSULTANT shall pay damages and losses in connection therewith, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, to the extent of CONSULTANT's negligence, recklessness, or intentional wrongful conduct. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant shall furnish to the Department of Transportation and Public Works, 111 NW 1st Street, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440 including coverage under the U.S. Longshoremen and Harbor Workers' Act (USLH) and/or Jones Act as applicable for any activities on or about navigable water.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$2,000,000 per claim.

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

CERTIFICATE HOLDER MUST READ:

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

SECTION XXI - CERTIFICATION OF WAGE RATES

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

SECTION XXII - ORDINANCES

The CONSULTANT agrees to abide and be governed by the COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R-385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Resolution No. R-1206-97, superseded by Resolution No. R-702-98 (Project Fresh Start-Welfare-to-Work Initiative, Welfare Reform), Ordinance No. 98-106 (Cone of Silence), which are incorporated herein by reference, as if fully set forth herein, in connection with the CONSULTANT's obligations hereunder.

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

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

SECTION XXIII – INTENTIONALLY OMITTED

SECTION XXIV - AFFIRMATIVE ACTION

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

SECTION XXV - DISABILITY NONDISCRIMINATION

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

SECTION XXVI - PROMPT PAYMENT OF SMALL BUSINESS SUBCONSULTANTS

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

SECTION XXVII - ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

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

SECTION XXVIII - E-VERIFY

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

SECTION XXIV – PERFORMANCE EVALUATION

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

SECTION XXXIV CONSULTANT'S ROLE DURING CONSTRUCTION

CONSULTANT shall not be responsible during construction of the projects subject to this agreement for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the projects subject to this agreement in accordance with the contract documents or violation of any safety laws, regulations or laws.

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

IN WITNESS WHEREOF the parties hereto have executed these presents this ____ day of _____ 20__.

ATTEST:

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

HARVEY RUVIN, CLERK OF THE BOARD

By: _____

By: _____

County Mayor

ATTEST:

By: _____

Corporate Secretary

300 Engineering Group, P.A.
_____, Inc.

A Florida Corporation

By: _____

President

(CORPORATE SEAL)

Approved as to form and legal sufficiency.

Assistant County Attorney

EXHIBIT A

Scope of CEI Services for Various DTPW Projects

Consultant shall perform its obligations as follows: Construction Administration and Management Services:

A. Construction Management

1. Act as County's representative and provide project inspection
2. Assist the County with constructability and technical plan reviews, and "Value Engineering" as necessary for plan revisions during construction.
3. Analyze construction project requirements in terms of personnel required for observation/inspection of workmanship, materials onsite, and construction progress to determine reasonable conformance with the design intent of the plans and specifications. Assign field personnel to perform services for the project, once awarded and obtain approval of assignment from County
4. Deliver material samples to County's designated lab provider. Provide coordination with County's designated lab, assignment of testing/inspection personnel, review invoices to verify accuracy and coordinate shop drawing/submittal reviews and approvals process. Review testing-lab report results for compliance with the contract and notify the Design-Builder and County of failures.
5. Inspect the project to verify general compliance with the design intent of the plan and specification requirements.
6. Prepare, distribute and file project correspondences.
7. Review the Design-Builder's CPM schedule and verify general compliance with the specifications associated with the project.
8. Maintain complete, accurate records of all activities and events relating to the project and properly document project changes.
9. Produce an independent estimate in order to review and recommend the Design-Builder's monthly, pre-final and final pay estimates for construction of the project.
10. Review and recommend payment or rejection of the Design-Builder's monthly pay estimates of work performed associated with the project.
11. Prepare monthly progress report of construction activities with outstanding issues outlined for review. Report will include time expended, cost of work in place, anticipated completion date and other information as requested by County. Monthly progress information associated with the project will be submitted to County for review and approval.
12. Review Design-Builder's request for additional compensation for extra work and submit findings and recommendations to County.
13. Review the Design-Builder's request for time extensions and submit findings and recommendations to County.
14. Assist in the preparation and issuance of construction change orders and supplemental agreements. Forward recommendations associated with time and costs to County for approval prior to implementation. Coordinate with County and County's design.

15. Preparation of plans and specifications associated with above change orders and supplemental agreements will not be included in the scope of services for this agreement.
16. Review, make recommendations and/or coordinate the response to the Design-Builder's requests for information ("RFI") and submittals. Coordinate with County and County Design.
17. Provide oversight review on review of Design-Builder's claims for additional compensation for extra work and submit findings and recommendations to County for hearings or litigation as required. Assist County in preparation and documentation of factual evidence.
18. Maintain files for correspondences, change orders, submittals and RFI's.
19. Assist County with public outreach efforts to include attending necessary public meetings and coordinating with stakeholders and other entities during construction.
20. Coordinate and host a CPM baseline schedule review meeting with the Design-Builder and County.
21. Participate in the pre-construction meeting to establish appropriate lines of communication and pre-construction requirements associated with the project with the contractor.
22. Coordinate and host weekly construction meetings to address the current status of the Design-Builder's work schedule, outstanding issues, submittals, shop drawings, and change orders.
23. Coordinate and host month-ending construction meeting as part of weekly progress meeting to determine schedule changes and facility adjustments required to maintain the Design-Builder's schedule for project completion.
24. Prepare and distribute meeting minutes from all hosted meetings
25. Review project for final acceptance and coordinate final review with County personnel. Coordinate outstanding issues with County personnel to verify resolutions prior to final acceptance.
26. Coordinate final documentation processing, in accordance with County and FDOT standards, and submit to staff upon completion of the project.
27. Assist the County in the Construction Engineering Inspection of Emergency Contracts when required.
28. Assist in the preparation and issuance of construction work orders.
29. Review plans and construction documents and prepare cost estimates.

B. Field Observation / Inspection

1. Maintain project daily documenting daily construction activities, weather conditions, time charges and contractor's resources as well as project specific information associated with the project. This daily will also incorporate contract items of observation and decisions associated with the construction of the project.
2. Observe and monitor the Contractor's operation and determine, in general, compliance with the construction plans and specifications on each item of work underway and confirm that specified material is incorporated into the work.
3. Confirm that the Design-Builder has obtained necessary permits.
4. Review Design-Builder's daily quantities of work completed.
5. Complete daily construction activity reports.
6. Notify County immediately in the event of an on-site accident.

7. Consultant will coordinate and perform all Quality Assurance / Verification construction field materials sampling and testing. Design-Builder to perform Quality Control Testing.
8. Coordinate utility adjustment activities, utility installation verification, monitoring, record management, reporting and as-built drawings.
9. Monitor the Design-Builder's traffic control plan for compliance with plans and specifications and provide recommendations to County, if needed.
10. Coordinate material-testing needs with the Design-Builder's schedule and schedule required tests with the County designated lab. Verify test frequencies adhere to sampling frequencies outlined in the specifications.
11. Review test reports for accuracy and maintain filing system for test reports and material compliance as required.
12. Prepare photographic project documentation to include individual activities and overall progress as well as impacts to the public.
13. Review Design-Builder's videos and photographs taken in accordance with the construction contract.
14. Attend construction, utility coordination and scheduling meetings.
15. Upon receipt of the Design-Builder's Request for Substantial Completion Inspection, conduct substantial completion inspection, prepare the project punch list of discrepancies for the various construction items and monitor the completion and acceptance of the items as required by the specifications. The "Certificate of Acceptance for Substantial Completion" will be recommended when the project meets minimum requirement for substantial completion in accordance with the contract requirements.
16. Coordinate with County's maintenance department for input on substantial completion inspection and project punch list.
17. Ensure all closeout documentation is received from the Design-Builder, including but not limited to all guarantees, operating and maintenance manuals, releases of claims and certificate required and then deliver them to the County.
18. After satisfactory completion of the punch list, the Certificate of Final Acceptance and final payment will be recommended to the Design-Builder.

C. Additional Terms and Conditions

1. Consultant shall be represented by a registered professional engineer licensed to practice in the State of Florida at meetings of any official nature concerning the project, including but not limited to scope of meetings, review meetings, pre-bid meetings, and pre-construction meetings.
2. Consultant services must be performed with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of its same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
3. Consultant is responsible for:
 - A. Approve Design-Builders' construction means, methods, techniques, sequences, procedures, or safety precautions and programs
 - B. Notify the County of the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to consultant, to fulfill contractual

responsibilities to County or to comply with federal, or local laws, regulations and codes

- C. Procuring permits, certificates, and licenses required for any construction unless those procurement responsibilities are specifically assigned to the Design Builder.
 - D. Request Design Builder changes and/or modifies project plans or specifications upon County's approval.
4. Consultant's performance of the Services does not relieve the Design Builder of their duties and obligations to County either by contract or by law. Consultant shall not have control over or charge of acts or omissions of the Design Builder, or any of its or their subcontractors, agents, or employees, or any other persons performing portions of the construction work; and any designers shall remain solely responsible for their design and for any errors, deficiencies, or omissions contained in any drawings, specifications or other instruments of the designer's services.

EXHIBIT B



May 5, 2020

Jorge Vital
A/E Consultant Selection Coordinator
Miami Dade County - ISD
111 NW 1st ST, Miami, FL, 33128

Subject: DTPWE19-DTPW-09/Negotiations/Acceptance of Contract Terms

Mr. Vital

300 Engineering Group, P.A hereby accepts all terms shown below for the subject contract:

Position	Hourly Rate	Job Responsibility
Project Principal	\$170.00	Oversee Contract and Administration
Senior Engineer	\$70.00	Construction Contract Administration and Lead Engineer
Project Administrator	\$53.00	Day to day operations and resolution of field issues
Contract Support Specialist	\$42.00	Responsible for quantity tracking and progress payments
Senior Roadway Inspector	\$35.00	Lead field inspector for roadway items
Senior Bridge Inspector	\$39.00	Lead field inspector for bridge items
Senior ITS Inspector	\$41.00	Lead field inspector for ITS components
Roadway Inspector	\$26.00	Field inspector for roadway items
Bridge Inspector	\$28.00	Field Inspector for bridge items
Resident Compliance Specialist	\$30.00	Responsible for compliance with federal labor regulations.
Underwater Bridge Inspector	\$36.42	Certified Diver to perform underwater bridge inspection

Multipliers and reimbursements:

- Field/MDC Multiplier = 2.5
- Home Office Multiplier = 2.9
- Mileage @ standard current annual IRS Mileage Rate
- Cell Phone Reimbursement= \$70/ Month

If there are any questions, please do not hesitate to contact us.

Sincerely

300 Engineering Group, P.A.

Franklin A Torrealba, PE
Director

Email: info@300engineering.com PH: 305-763-9829 | Fax: 305-675-2373 | 3850 Bird Road | Suite 601 | Miami, Florida 33146 |

Web: www.300engineering.com



Memorandum



To: Honorable Chairman Jose “Pepe” Diaz and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director

Date: January 13, 2021

Re: **CITT AGENDA ITEM 7F:**
RESOLUTION BY THE CITIZENS’ INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE A CONTRACT AWARD FOR PROFESSIONAL SERVICES AGREEMENTS WITH PINNACLE CONSULTING ENTERPRISES, INC., SRS ENGINEERING, INC., R.J. BEHAR & COMPANY, INC. AND 300 ENGINEERING GROUP, PA., IN A TOTAL AMOUNT NOT TO EXCEED **\$10 MILLION**, TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR VARIOUS DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS PROJECTS (PROJECT NO. E19-DTPW-09; CONTRACT NO. 20190190) AND AUTHORIZE THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT; AND AUTHORIZE THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF **\$753,384.00** FOR SUCH PURPOSES (**DTPW – BCC LEGISLATIVE FILE NO. 202478**)
SURTAX FUNDS ARE REQUESTED

On January 12, 2021, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 21-006. The vote was as follows:

Joseph Curbelo, Chairperson – Aye
Alfred J. Holzman, 1st Vice Chairperson – Aye
Oscar J. Braynon, 2nd Vice Chairperson – Aye

Glenn J. Downing, CFP® – Aye
Joe Jimenez – Absent
Paul Schwiep, Esq. – Aye
L. Elijah Stiers, Esq. – Aye

Ashley V. Gantt, Esq. – Absent
Jonathan Martinez – Aye
Marilyn Smith – Aye
Robert Wolfarth – Aye

c: Jimmy Morales, Chief Operations Officer
Bruce Libhaber, Assistant County Attorney