

Memorandum



Date: April 4, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda item No. 8(N)(5)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Contract Award Recommendation of \$6,000,000 to Calvin, Giordano & Associates, Inc. for a Professional Service Agreement to Provide Construction Engineering and Inspection Services for The Underline Phases 3 through 9

EXECUTIVE SUMMARY

The purpose of this item is to gain approval from the Board of County Commissioners (Board) to execute a contract award for a Professional Services Agreement (PSA) for Construction, Engineering, and Inspection (CEI) Services for The Underline Phases 3 through 9 between Miami-Dade County and Calvin, Giordano & Associates, Inc. in the amount of \$6,000,000. This work is to be funded by Road Impact Fees (RIF).

CEI services generally consist of monitoring and inspecting construction, as a routine best practice. The cost associated with this contract award, \$6 million, is below typical CEI contract costs, which are traditionally between eight and twelve percent of the total construction cost of a project.

RECOMMENDATION

This recommendation for award for a PSA for CEI Services for The Underline Phases 3 through 9, Contract No. CIP235-DTPW21-CEI and Project No. E21-DTPW-01, between the County and Calvin, Giordano & Associates, Inc., has been prepared by the Department of Transportation and Public Works (DTPW) and is valued at \$6,000,000 for a period of 1,384 calendar days after issuance of the Notice to Proceed.

DELEGATION OF AUTHORITY

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

SCOPE

The Project consists of a linear mobility corridor below the existing Metrorail. The project will include approximately 7.36 miles of improvements that consist of paved off-street bicycle and pedestrian paths, two pedestrian/bicycle bridges over small waterways/canals, landscaping, site furniture and equipment, wayfinding signage, pavement markings, intersection improvements, lighting, drainage, and reconfiguration of parking lots.

PROJECT LOCATION:

The project is located within Districts 5 and 7, represented by Commissioners Eileen Higgins and Raquel A. Regalado, respectively.

Project location is as follows:

- Segment 3: SW 19th Avenue to SW 27th Avenue, Miami, Florida
- Segment 4: SW 27th Avenue to SW 37th Avenue, Miami, Florida
- Segment 5: SW 37th Avenue to SW 42nd Avenue, Miami, Florida
- Segment 6: SW 42nd Avenue to Granada Boulevard, Miami, Florida
- Segment 7: Granada Boulevard to SW 57th Avenue, Miami, Florida
- Segment 8: SW 57th Avenue to SW 65th Avenue, (80th St) Miami, Florida
- Segment 9: SW 65th Avenue to Dadeland Boulevard, Miami, Florida

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact will be approximately \$6,000,000 (i.e., base of \$5,400,000 and \$600,000 in contingency). This work is to be funded by Road Impact Fees (RIF).

CAPITAL BUDGET PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	CEI ESTIMATE
	2000000133 - THE UNDERLINE Funding Years: FY 2021-22 Adopted Budget and Multi-Year Capital Plan, Volume 2 – Transportation and Public Works	\$6,000,000

TRACK RECORD/MONITOR EXPLANATION:

According to SBD’s database, there are no violations on record within the last three years for Calvin Giordano & Associates Inc. and the firm satisfied the DBE requirements for both itself and the sub-consultant team. An aspirational DBE goal of 10.65% applies to this project.

Additional information can be obtained upon request to Cristina Amores, A/E Consultant Selection Coordinator and/or Alfredo E. Munoz, Chief of Capital Improvements, DTPW. Bassam Moubayed, CFM, Chief, Construction Division, DTPW, is responsible for the implementation and administration of this PSA.

BACKGROUND:

On July 8, 2021, a Notice to Professional Consultants (NTPC) was issued under full and open competition. A project briefing meeting was conducted on July 15, 2021, that was open to all interested parties. On August 5, 2021, three proposals were received.

On February 3, 2022, the First-Tier meeting was held wherein the Competitive Selection Committee (CSC) reviewed the three proposals. At this meeting, it was determined that Calvin Giordano & Associates Inc., CIMA Engineering Corp., and Pinnacle Consulting Enterprises, Inc. met the

minimum qualifications, demonstrating relevant experience as required by the NTPC. The CSC evaluated and ranked all responsive proposals as follows:

- Calvin Giordano & Associates, Inc - Final Ranking - 1
- CIMA Engineering Corp. - Final Ranking - 2
- Pinnacle Consulting Enterprises Inc. - Final Ranking -3

Based on the CSC's professional judgment, the information provided in the proposals was deemed sufficient to determine the experience and qualifications of the Proposers. Accordingly, by a majority vote, the CSC decided to forego Second Tier proceedings and negotiate with the highest-ranked firm, Calvin Giordano & Associates, Inc., on May 5, 2022. After the negotiation meetings, the Negotiation Committee arrived at a schedule of rates that was fair and reasonable for project delivery – \$6,000,000.00. It is anticipated that the Notice to Proceed to Calvin Giordano & Associates Inc. will be issued within 30 days of Board approval.

For clarification purposes, what is referred to as Phases 3 through 9 is what is also known colloquially as Phase 3 – the final and longest portion of the Underline, which is split into seven segments and referred to as Phases 3 through 9 due to naming established in grants which are already in place.

DUE DILIGENCE:

Pursuant to Resolution No. R-187-12 and in accordance with SPD's Procurement Guidelines, DTPW staff exercised due diligence to determine Consultant responsibility of Calvin Giordano & Associates, Inc. for the recommendation for award. Upon reviewing the lists for convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties, there were no adverse findings relating to the Consultant's responsibility.



Jimmy Morales
Chief Operational Officer.



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 4, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(5)

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)(5)
4-4-23

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO CALVIN, GIORDANO & ASSOCIATES, INC. (CGA) FOR THE PROFESSIONAL SERVICES AGREEMENT (PSA) FOR CONSTRUCTION, ENGINEERING, AND INSPECTION (CEI) SERVICES FOR THE UNDERLINE – PHASES 3 THROUGH 9, CONTRACT NO. CIP235-DTPW21-CEI, PROJECT NO. E21-DTPW-01, IN THE AMOUNT OF \$6,000,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE TERMINATION AND OTHER PROVISIONS THEREIN

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 awards a contract to Calvin, Giordano & Associates, Inc. (CGA) for the PSA for Construction, Engineering, and Inspection (CEI) Services for The Underline – Phases 3 Through 9, Contract No. CIP235-DTPW21-CEI, Project No. E21-DTPW-01 for \$6,000,000.00 and authorizes the County Mayor or County Mayor’s designee to execute the contract and to exercise the termination and other provisions therein. A copy of the contract document is on file with and available upon request from the Chief of the Capital Improvements Division of the Department of Transportation and Public Works.

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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	


The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of April, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

**EXHIBIT 1
DETAILED SCOPE OF SERVICES**

PROJECT NAME: PROFESSIONAL SERVICE AGREEMENT TO PROVIDE
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR THE UNDERLINE – PHASES 3 THROUGH 9

PROJECT NO: E21-DTPW-01

CONTRACT NO: CIP235-DTPW21-CEI

PROJECT DESCRIPTION:

To Provide Construction, Engineering and Inspection (CEI) services for contract administration, inspection, and materials sampling and testing in support of The Underline – Phases 3 through 9 (from approximately SW 19th Avenue to Dadeland Boulevard) Project (the “Project”).

The Project consists of a linear mobility corridor below the existing Metrorail. The project will include approximately 7.36 miles of improvements that consist of paved off-street bicycle and pedestrian paths, two pedestrian/bicycle bridges over small waterways/canals, landscaping, site furniture and equipment, way finding signage, pavement markings, intersection improvements, lighting, drainage, and reconfiguration of parking lots.

Detailed scope of work includes but is not limited to:

General: Administer, monitor, and inspect the work performed by the selected Design-Builder to ensure compliance with the Design-Build Contract requirements, construction and design criteria, standards, plans, specifications, and special provisions.

Observe the work to determine the progress and quality of work; identify and report discrepancies to DTPW and direct the Design-Builder to correct such observed discrepancies. In addition, inform the DTPW Construction Project Manager of any significant omissions, substitutions, defects and deficiencies noted in the work of the Design-Builder and the corrective actions necessary.

Provide support to DTPW including, but not limited to: administer during the design and construction phases of the Design-Build Contract, performance of duties such as design-build program logistics; planning; schedule reviews; monitoring of permits; design support; coordination and communication with project stakeholders; plans review and resident engineering; office engineering; on-site inspection services; quality control; testing analyses; contract administration; construction safety and security coordination and compliance; construction survey checks and analysis; manage budget for the project; assist with cash flow reports; monitor the Design-Builder’s progress; monitor and review construction cost estimates, invoices/requisitions analyses and recommendations; process shop drawings; review, prepare and respond, track and process requests for information and field change requests; analysis, negotiation with recommendations for approval/rejection of supplemental agreements and change orders; safety certification; and perform contract closeout phases of the Project.

Provide these professional services on-site, consistent with the daily activities of the Design-Builder, per the Design-Builder’s schedule, provide quality assurance and compliance with plans,

EXHIBIT 1
DETAILED SCOPE OF SERVICES

specifications, appropriate codes, and adherence to schedules. Since lane closures at intersection are anticipated during some construction phases, it is anticipated that the Design-Builder's schedule may include work done during nights, weekends, holidays, etc., year-round.

On-Site Inspections: Monitor the Design-Builder's on-site construction activities and inspect materials entering the work in accordance with the Design Criteria Package, plans, specifications, and special provisions for the Design-Build Contract to determine that the Project is constructed in reasonable conformity with such documents. Maintain detailed, accurate records of the Design-Builder's daily operations and of significant events that affect the work. In addition, monitor and inspect the Design-Builder's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan in accordance with the DTPW requirements.

Sampling and Testing: Perform sampling and testing of component materials and completed work in accordance with the construction contract documents, including all specifications and special provisions. In complying with this scope, providing daily surveillance of the Design-Builder's Quality Control activities and performing the sampling and testing of materials and completed work items for verification and acceptance. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done. The Consultant may be required to perform inspection and sampling of materials and components at locations remote from the project site and may perform testing of materials normally done in a laboratory remote from the project site.

Engineering Services: Responsible to coordinate the Design-Build contract administration activities of all parties involved in completing the project. Engineering services includes maintaining the required level of surveillance of Design-Builder activities, and interpreting plans, specifications, and special provisions for the Design-Build contract. Maintain complete, accurate records of all activities, meetings, and events relating to the Project and properly document all project changes. The following services to be performed: scheduling and attendance to weekly progress meetings, as well as attendance to pre-construction meetings, internal meetings with DTPW staff, meetings with regulatory agencies, utility agency owners and any other meetings required prior to project final acceptance.

Verify that the Design-Builder is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the Project. If the Project requires the use of the National Pollutant Discharge Elimination System (NPDES) general permit, the Consultant must provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector must be familiar with the requirements set forth on pages 4412 to 4435 of the Federal Register, Volume 57, Number 187, issued Friday, September 5, 1992, titled "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.

Analyze the Design-Builder's schedule(s) [i.e., baseline(s), revised baseline(s), updates, as-built, etc.] for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verifying the schedule conforms with the construction phasing and Maintenance of Traffic

**EXHIBIT 1
DETAILED SCOPE OF SERVICES**

sequences, including all contract modifications, and will provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

Analyze problems that arise on the Project and proposals submitted by the Design-Builder, work to resolve such issues, and process the necessary paperwork. Responsible to monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List; facilitate coordination and communication between Utility Agency's representatives, DTPW staff and Utility Agency contractors that may be executing the work. Assisting with potential utility conflicts and the resolution of utility issues including DTPW and local government owned facilities.

Identify, review, and track progress of any local, state, and/or other DTPW and utility agreements. The Consultant is to address work progress, track reimbursement activities, and address any betterment and salvage determination, as well as prepare all necessary documentation to support reimbursement activities, betterment, and salvage determination.

Public Information Services: Provide Public Information Services and be proactive in keeping the community aware of the status, project phasing, bus service, and vehicular and pedestrian traffic impacts of the Project. With approval from DTPW, the Consultant may prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect bus service and traffic flow. Responsible to produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, DTPW will approve all responses, letters, news releases and the like. It is expected that the Consultant will provide timely, professional responses to project inquiries including emails, telephone calls and other correspondence. In addition, coordinate general public information meetings, open houses, and community meetings as directed by DTPW's representatives.

Project Documentation and Reporting: Prepare and submit to the DTPW Construction Project Manager daily inspection reports and a monthly Construction Status Report in a format agreed upon by DTPW. In addition, preparing all meeting agendas and meeting minutes associated with the Project. It is expected that the Consultant will video tape the pre-construction conditions throughout the project limits, document noteworthy incidents or events during construction, as well as provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the Project. Photographs shall be taken the days of Substantial Completion and Final Acceptance. Services must be in compliance with Florida Statute 287.055.

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS

<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
Prime	16.00	General Civil Engineering
Prime	17.00	Engineering Construction Management
Sub	3.01	Highway Systems – Site Development and Parking Lot Design
Sub	3.02B	Highway Systems – Minor Highway Design

**EXHIBIT 1
DETAILED SCOPE OF SERVICES**

Sub	3.04	Highway Systems – Traffic Engineering Studies Other
Sub	3.05	Highway Systems – Traffic Counts
Sub	3.07	Highway Systems – Traffic Signal Timing
Sub	3.09	Highway Systems – Signing, Pavement Marking, and Channelization
Sub	3.10	Highway Systems – Lighting
Sub	9.01	Soils, Foundations and Materials Testing – Drilling, Subsurface Investigations, and Seismographic Services
Sub	9.02	Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services
Sub	9.03	Soils, Foundations and Materials Testing – Concrete and Asphalt Testing Services
Sub	10.01	Environmental Engineering – Stormwater Drainage Design Engineering Services
Sub	10.05	Environmental Engineering – Contamination Assessment and Monitoring
Sub	10.06	Environmental Engineering – Remediation Action Plan Design
Sub	10.07	Environmental Engineering – Remedial Action Plan Implementation/Operations/Maintenance
Sub	10.09	Environmental Engineering – Wellfield, Groundwater, and Surface Water Protection and Management
Sub	11.00	General Structural Engineering
Sub	13.00	General Electrical Engineering
Sub	15.01	Surveying and Mapping - Land Surveying
Sub	15.03	Surveying and Mapping – Underground Utility Location
Sub	20.00	Landscape Architecture
Sub	26.00	Claims Analysis Services

**Professional Services Agreement
Between**

**Miami-Dade County
And**

Calvin, Giordano & Associates, Inc

**For
Construction, Engineering, and Inspection
Services for The Underline – Phases 3 - 9**

Contract No.: CIP235-DTPW21-CEI

ISD Project No.: E21-DTPW-01

TABLE OF CONTENTS
PROFESSIONAL SERVICES AGREEMENT SECTION

	PAGE
DEFINITIONS.....	4
SECTION I - COUNTY OBLIGATIONS.....	5
SECTION II - PROFESSIONAL SERVICES.....	6
SECTION III - TIME FOR COMPLETION	12
SECTION IV - COMPENSATION.....	13
SECTION V - METHOD OF PAYMENT	18
SECTION VI - SCHEDULE OF WORK	20
SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION	20
SECTION VIII - OWNERSHIP OF DOCUMENTS	21
SECTION IX - REUSE OF DOCUMENTS.....	22
SECTION X – OFFICIAL NOTICES	22
SECTION XI - AUDIT RIGHTS	22
SECTION XII - SUBCONTRACTING	24
SECTION XIII - CERTIFICATION	29
SECTION XIV - TERMINATION OF AGREEMENT.....	29
SECTION XV - DURATION OF AGREEMENT	30
SECTION XVI - DEFAULT	31
SECTION XVII - INDEMNIFICATION AND INSURANCE.....	31
SECTION XVIII - ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS.....	34
SECTION XIX - TRUTH IN NEGOTIATION CERTIFICATION OF WAGE RATES.....	37
SECTION XX - EQUAL OPPORTUNITY	38
SECTION XXI - AFFIRMATIVE ACTION PLAN REQUIREMENTS	39
SECTION XXII - FEDERAL REQUIREMENTS AND PROVISIONS.....	40
SECTION XXIII- BUSINESS APPLICATIONS AND FORMS.....	40
SECTION XXIV - PROMPT PAYMENT.....	41
SECTION XXV - ESTIMATE TIME FOR CONTINGENCY.....	41
SECTION XXVI - CONTINGENCY ALLOWANCE.....	42
SECTION XXVII - SCRUTINIZED COMPANY.....	42
SECTION XXVIII – ERRORS AND OMISSIONS.....	42
SECTION XXIX - MISCELLANEOUS	43
SECTION XXX- ENTIRETY OF AGREEMENT.....	46

EXHIBITS

- A. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
- B. FEDERAL REQUIREMENTS AND PROVISIONS
- C. AFFIDAVITS REQUIRED AT TIME OF PROPOSAL
- D. TRAVEL REQUEST FORM SAMPLE – NOT USED
- E. CONSULTANT’S PROPOSAL INCLUSIVE OF REIMBURSABLE (DIRECT) EXPENSES
- F. MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION
- G. OVERHEAD RATES
- H. ADDENDUMS (INCLUDING THE NTPC)
- I. AFFIRMATION OF VENDOR AFFIDAVIT
- J. TABLE OF ORGANIZATION
- K. QUALITY ASSURANCE PLAN FORM
- L. ISD FORMS

DEFINITIONS

The following definition and terms are provided as clarification of the provisions for this Professional Services Agreement (PSA).

1. **Consultant** is the person or organization licensed to practice architecture and/or engineering in the State of Florida and is referred to throughout the PSA as singular in number and masculine in gender.
2. **Contracting Officer** is the Director of Department of Transportation and Public Works.
3. **Contracting Officer's Representative** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.
4. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the CONSULTANT performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder or partner of the firm, (2) a director or officer of the firm or (3) both.
5. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.
6. **Subconsultant** means any and all persons, firms or entities which will be engaged by the CONSULTANT to provide services under this PSA. The term is synonymous with "Subconsultant".
7. **Contract Documents** as design plans, specifications, cost estimates, and permit applications.
8. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers and communication equipment, for more than 30 consecutive days).

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 202_ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and Calvin, Giordano & Associates, Inc. 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 Construction, Engineering and Inspection Services for The Underline – Phases 3 - 9, Contract No.: CIP235-DTPW21-CEI, ISD Project No.: E21-DTPW-03, hereinafter referred to as the "Project".

SECTION I - COUNTY OBLIGATIONS

The COUNTY agrees that Department of Transportation and Public Works (DTPW) shall furnish to the CONSULTANT any plans and any other data available in the COUNTY files pertaining to the work to be performed under this Agreement. The CONSULTANT is responsible to request any and all plans and data not furnished, which the CONSULTANT knows or should know, is necessary or appropriate for the performance of the services described herein.

The COUNTY shall provide the CONSULTANT with access to the project site(s) during CONSULTANT'S scheduled work times.

The Contracting Officer's Representative or his designee of DTPW, hereinafter referred to as the "COR", shall issue written authorization to proceed to the CONSULTANT for the work to be performed hereunder. These authorizations are referred to as Work Orders. In case of emergency, the COUNTY reserves the right to issue verbal authorizations to the CONSULTANT with the understanding that written confirmation shall follow within 72 hours.

The CONSULTANT shall submit a proposal, in a form acceptable to the COUNTY, upon the COR's request prior to the issuance of a Work Order. No. payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The COR shall confer with the CONSULTANT before any Work Order is issued to discuss and agree upon the scope, time for completion, compensation method and fee for services to be rendered pursuant to this Agreement.

Performance evaluations of the services rendered under this Agreement shall be performed by DTPW staff throughout the term of the contract and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

SECTION II - PROFESSIONAL SERVICES

To provide Engineering and Inspection (CEI) services for contract administration, inspection, and materials sampling and testing in support of The Underline – Phases 3 through 9 (from approximately SW 19th Avenue to Dadeland Boulevard) Project (the “Project”). The Project consists of a linear mobility corridor below the existing Metrorail. The project includes approximately 7.36 miles of improvements that consist of paved off-street bicycle and pedestrian paths, two pedestrian/bicycle bridges over small waterways/canals, landscaping, site furniture and equipment, way finding signage, pavement markings, intersection improvements, lighting, drainage, and reconfiguration of parking lots.

The Scope of Services for ISD Project No. E21-DTPW-01 includes:

General: Administer, monitor, and inspect the work performed by the selected Design-Builder to ensure compliance with the Design-Build Contract requirements, construction and design criteria, standards, plans, specifications, and special provisions.

Observe the work to determine the progress and quality of work; identify and report discrepancies to DTPW and direct the Design-Builder to correct such observed discrepancies. In addition, inform the DTPW Construction Project Manager of any significant omissions, substitutions, defects and deficiencies noted in the work of the Design-Builder and the corrective actions necessary.

Provide support to DTPW including, but not limited to: administer during the design and construction phases of the Design-Build Contract, performance of duties such as design-build program logistics; planning; schedule reviews; monitoring of permits; design support; coordination and communication with project stakeholders; plans review and resident engineering; office engineering; on-site inspection services; quality control; testing analyses; contract administration; construction safety and security coordination and compliance; construction survey checks and analysis; manage budget for the project; assist with cash flow reports; monitor the Design-Builder's progress; monitor and review construction cost estimates, invoices/requisitions analyses and recommendations; process shop drawings; review, prepare and respond, track and process requests for information and field change requests; analysis, negotiation with recommendations for approval/rejection of supplemental agreements and change orders; safety certification; and perform contract closeout phases of the Project.

Provide these professional services on-site, consistent with the daily activities of the Design-Builder, per the Design-Builder's schedule, provide quality assurance and compliance with plans, specifications, appropriate codes, and adherence to schedules. Since lane closures at intersection are anticipated during some construction phases, it is anticipated that the Design-Builder's schedule may include work done during nights, weekends, holidays, etc., year-round.

On-Site Inspections: Monitor the Design-Builder's on-site construction activities and inspect materials entering the work in accordance with the Design Criteria Package, plans, specifications, and special provisions for the Design-Build Contract to determine that the Project is constructed in reasonable conformity with such documents. Maintain detailed, accurate records of the Design-Builder's daily

operations and of significant events that affect the work. In addition, monitor and inspect the Design-Builder's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan in accordance with the DTPW requirements.

Sampling and Testing: Perform sampling and testing of component materials and completed work in accordance with the construction contract documents, including all specifications and special provisions. In complying with this scope, providing daily surveillance of the Design-Builder's Quality Control activities and performing the sampling and testing of materials and completed work items for verification and acceptance. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done. The Consultant may be required to perform inspection and sampling of materials and components at locations remote from the project site and may perform testing of materials normally done in a laboratory remote from the project site.

Engineering Services: Responsible to coordinate the Design-Build contract administration activities of all parties involved in completing the project. Engineering services includes maintaining the required level of surveillance of Design-Builder activities, and interpreting plans, specifications, and special provisions for the Design-Build contract. Maintain complete, accurate records of all activities, meetings, and events relating to the Project and properly document all project changes. The following services to be performed: scheduling and attendance to weekly progress meetings, as well as attendance to pre-construction meetings, internal meetings with DTPW staff, meetings with regulatory agencies, utility agency owners and any other meetings required prior to project final acceptance.

Verify that the Design-Builder is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the Project. If the Project requires the use of the National Pollutant Discharge Elimination System (NPDES) general permit, the Consultant must provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and

Sedimentation Control Training and Certification Program for Inspectors and Contractors”. The Consultant’s inspector must be familiar with the requirements set forth on pages 4412 to 4435 of the Federal Register, Volume 57, Number 187, issued Friday, September 5, 1992, titled "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department’s guidelines.

In addition, analyze the Design-Builder’s schedule(s) [i.e., baseline(s), revised baseline(s), updates, as-built, etc.] for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verifying the schedule conforms with the construction phasing and Maintenance of Traffic sequences, including all contract modifications, and will provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

Analyze problems that arise on the Project and proposals submitted by the Design-Builder, work to resolve such issues, and process the necessary paperwork. Responsible to monitor, inspect and document utility construction for conformance with Utility Agency’s Standards and the Utility Agency’s Approved Materials List; facilitate coordination and communication between Utility Agency’s representatives, DTPW staff and Utility Agency contractors that may be executing the work. Assisting with potential utility conflicts and the resolution of utility issues including DTPW and local government owned facilities.

Identify, review, and track progress of any local, state, and/or other DTPW and utility agreements. The Consultant is to address work progress, track reimbursement activities, and address any betterment and salvage determination, as well as prepare all necessary documentation to support reimbursement activities, betterment, and salvage determination.

Public Information Services: Provide Public Information Services and be proactive in keeping the community aware of the status, project phasing, bus service, and vehicular and pedestrian traffic impacts

of the Project. With approval from DTPW, the Consultant may prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect bus service and traffic flow. Responsible to produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, DTPW will approve all responses, letters, news releases and the like. It is expected that the Consultant will provide timely, professional responses to project inquiries including emails, telephone calls and other correspondence. In addition, coordinate general public information meetings, open houses, and community meetings as directed by DTPW's representatives.

Project Documentation and Reporting: Prepare and submit to the DTPW Construction Project Manager daily inspection reports and a monthly Construction Status Report in a format agreed upon by DTPW. In addition, preparing all meeting agendas and meeting minutes associated with the Project. It is expected that the Consultant will video tape the pre-construction conditions throughout the project limits, document noteworthy incidents or events during construction, as well as provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the Project. Photographs shall be taken the days of Substantial Completion and Final Acceptance. Services must be in compliance with Florida Statute 287.055.

In connection with Professional Services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel available at all times to perform within the term specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole judgement, such employee's conduct or performance is detrimental to the project. The

CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval.

B. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates.

C. Comply with all federal, state and local laws, regulations, codes, ordinances, resolutions and administrative orders applicable to the work.

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

E. Report the status of the work to the COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the COR at any time. The Consultant shall reference all correspondence and work with the Work Order Number.

F. Submit to the COUNTY design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit to the COUNTY the final work products upon incorporation of any modifications requested by the COUNTY during any previous review and comments resolution process.

G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided services as to interpretation of documents, correction of errors and omissions and preparations of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction of the CONSULTANT'S errors and omissions.

H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The

CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION VIII - OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

I. The CONSULTANT shall communicate with the COUNTY by electronic means to the greatest extent possible as directed by the COUNTY.

J. The CONSULTANT shall develop an effective Quality Assurance Plan in accordance with the latest version, at the time of contract execution, of the Federal Quality Assurance and Quality Control Guidelines incorporated herein by reference. The Quality Assurance Plan shall be submitted to the Engineering, Planning and Development Section of DTPW for approval within ten (10) days of the effective date of Notice-to-Proceed. The implementation and maintenance of the Quality Assurance Plan, and other contract requirements will be subject to COUNTY Quality Assurance Audits.

SECTION III - TIME FOR COMPLETION

Services to be rendered by the CONSULTANT shall commence upon receipt of a written Work Order from the COR subsequent to the execution of this Agreement, and shall be completed within the time stated in the Work Order. A reasonable extension of time shall be granted in the event there is a delay to the project or should weather conditions or acts of God or other events of force majeure render performance of the CONSULTANT'S duties impossible. Such extensions of time shall not be cause for any claim of the CONSULTANT for extra compensation.

SECTION IV – 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. FEE AS A MULTIPLIER OF DIRECT SALARY COST AND FIXED HOURLY RATE

The fee for engineering services rendered by the CONSULTANTS personnel, Principals excluded, 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 the following negotiated multipliers (Labor rates are subject to County approval as per paragraph 4 below):

FIRMS	OFFICE			FIELD		
	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
Calvin, Giordano & Associates, Inc.	195.42%	10%	3.2496	140.79%	10%	2.6487

Note: Overhead rates must be submitted on a yearly basis by the Consultant and Subconsultant. Modifications to the overhead rates must be approved by the COR and implemented by the Department.

The initial overhead rates allowed under this contract for field work shall be 140.79% and for office work is 195.42%. These overhead rates are based on independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency provided by the CONSULTANT during initial contract negotiations.

- The COUNTY has the right to request that the CONSULTANT and Subconsultants submit independent audited statements in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed their Subconsultant’s overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

3. The aforementioned documentation must be updated and provided by the CONSULTANT once annually from the effective date of the contract, to support requests for overhead rate revisions in order to be accepted by the COR.
4. The maximum direct hourly rates, per classification, excluding overhead billable under this contract shall not exceed the caps as listed in Exhibit F - MAXIMUM HOURLY RATES PER CLASSIFICATION, unless authorized by the COR in writing, and shall apply to all employees except Principals.
5. The burdened direct labor charges shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.
6. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work on this project in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.
7. Labor rates shall be in accordance with the current list of employees maintained by the COR or designee. Rates supplied by the CONSULTANT and made a part hereof as Attachment "F" shall be consistent with prevailing local wage rates paid for similar work to similar employee classifications and subject to COR approval prior to starting work. The CONSULTANT is permitted to submit a written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the COR. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm and subject to approval by the COR, which approval shall not be unreasonably withheld. Annual wage increases for these employees shall be no higher than

five percent (5%) unless otherwise approved by the COR. This provision is not meant to limit the hourly rate at which the CONSULTANT pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT. In no way will an employee's hourly rate exceed the maximum amount per classification stipulated in the contract, without written approval by the COR. The COR may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances.

5. PRINCIPALS

The CONSULTANT shall be compensated at the following rate for the time of principals engaged directly in the work. The CONSULTANT is permitted to submit a written request for annual wage increases for its principals once annually from the effective date of the contract, for review and approval by the COR. Annual rate increases for Principals shall be at a maximum of 5% per year and subject to approval by the COR in writing, which approval shall not be unreasonably withheld. This rate shall not be subject to the overhead rates or fee and shall be applied to the time spent on requested work by the following Principals:

Firm	Principals	Hourly Rate
Calvin, Giordano & Associates, Inc.	Chris Giordano	\$170

Note: CONSULTANT shall not bill for more than 40 hours per year. Additional hours must be previously authorized by the COR.

B. 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 between the COUNTY and the CONSULTANT and stated in the written Work Order. Lump sum fees may or may not include reimbursable expenses.

C. REIMBURSABLE (DIRECT) EXPENSES

The CONSULTANT shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by the COR. Reimbursable expenses may include field office, utilities, furnishings, vehicles, expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), 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. No separate additional payment shall be authorized for the use of CADD workstations (computers).

Expenses for travel (except commuting), transportation and subsistence by CONSULTANT personnel in the furtherance of the work will be reimbursed according to the provisions of County Administrative Orders 6-1 and 6-3 and Florida Statute Section 112, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the COUNTY for all travel expenses. Failure to obtain such prior authorization may be grounds for nonpayment of travel expenses. To be compensated for travel within the County, the CONSULTANT shall maintain accurate mileage records electronically and include original signatures upon submittal, along with their invoices.

COUNTY compensation for Subconsultant work shall be in accordance with this Section and Section XII- SUBCONTRACTING.

D. FIXED FEE

The fixed fee which was negotiated at 10% is the operating margin (profit) paid to the CONSULTANT for the professional services described in this agreement. The fixed fee shall remain fixed unless there is an increase in scope. If the scope is increased, the fixed fee may be modified through the allowance account if it has not been depleted or by a supplemental

agreement. For any changes in the scope, the fixed fee shall be computed as 10% of the burdened direct labor. The fixed fee will be paid on the basis of the percentage of completion of the work as determined by the COUNTY.

E. SURVEYING AND GEOTECHNICAL SERVICES

The CONSULTANT shall be compensated based on the fixed rates based on the most recent negotiated rates for the performance of all geotechnical, land and engineering field survey work required.

1. Land and Engineering Field Survey

In the event supplementary field survey work is required during the performance of work under this contract and such work is authorized by the COR, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of Section IV(A) hereof. The surveying rates shall not exceed the rates negotiated under this Agreement.

2. Geotechnical Engineering

In the event supplementary geotechnical engineering work is required during the performance of work under this contract and such work is authorized by the COR, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of Section IV(A) hereof. The geotechnical engineering rates shall not exceed the rates negotiated under this Agreement.

F. MAXIMUM COMPENSATION

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this Agreement shall not exceed \$6,000,000.00 (inclusive of base and contingency allowance amounts).

G. EXCEEDING EXPENDITURES

If at any time the CONSULTANT has reason to believe that the expenditures, in the next 60 days, will exceed 75% of the Maximum Compensation amount for any work order, the CONSULTANT shall immediately notify the COUNTY in writing to that effect. Failure to comply with this requirement may forfeit payments for authorized overruns. The CONSULTANT shall also provide a revised estimate to complete the work under the applicable work order. The CONSULTANT shall not be obligated to incur costs in excess of the maximum Contract ceiling except at the request of the COUNTY and proper execution of a Supplemental Agreement.

H. SUBCONSULTANT COMPENSATION

COUNTY compensation for Subconsultant work shall be in accordance with Section XII SUBCONTRACTING.

SECTION V - METHOD OF PAYMENT

The COUNTY agrees to make monthly payment to the CONSULTANT, based on properly submitted invoices, for all authorized work performed during the previous month or other mutually agreed invoicing period. The CONSULTANT agrees to provide invoices monthly and with every invoice copies of any records necessary to substantiate payment requests to the COUNTY such as time sheets, detailing the task where the time has been spent, monthly progress reports and hours/costs expenditure reports, in a format acceptable to the COUNTY. The CONSULTANT shall submit duly certified invoices in duplicate and one electronic format to the COR in a format acceptable to the COUNTY. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including time sheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

The CONSULTANT shall report via the Business Management Workforce System (BMWS) all sub-consultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each sub-consultant participating on the project and verification of payments received must be confirmed by the subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Small Business Development, at (305) 375-3111 or via email at SBDmail@miamidade.gov.

Payments shall be made in accordance with one of the following methods, as identified in each Work Order.

A. TIME & MATERIALS FOR PROFESSIONAL FEES AND/OR REIMBURSABLE EXPENSES

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsection IV. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. LUMP SUM FEE

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 VI - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. A work order issued by the COR shall cover in detail

the scope, specific deliverables, time for completion, method of payment and compensation for the Professional Services requested in connection with each unit or section of work.

SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the Standard of Care as referenced in Section XXIX (B). The COR shall decide on 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.

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

The parties to this contract hereby authorize the DTPW Director, functioning as the Contracting Officer or designee, to decide on all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract except issues or disputes related to the CONSULTANT's performance evaluation and his decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The CONSULTANT and the COUNTY are entitled to a hearing before the Contracting Officer, or his/her designee, at which both CONSULTANT and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses. No depositions will be taken.

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

capricious, unsupported by any competent evidence, or so grossly erroneous to evidence bad faith.

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

SECTION VIII - OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to pre-existing copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY, without restrictions or limitations, upon CONSULTANT receiving payment in full for services satisfactorily performed. However, the COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the COR.

SECTION IX - REUSE OF DOCUMENTS

The CONSULTANT may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The COR shall not accept any reused data containing an excess of irrelevant material which has no connection

with the applicable portion of the work. The CONSULTANT will not be liable for reuse by the COUNTY of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

SECTION X – OFFICIAL NOTICES

Any notices, report or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail, electronica medium, or delivered in person to the COR. 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.

The CONSULTANT designates the following individual as the project manager to act as the point-of-contact with the COUNTY and is authorized by the CONSULTANT to receive official notices and submit invoices:

Project Manager: Erik Padron, PE
Address: 1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Telephone: 561-502-2002
Email: EPadron@cgasolutions.com

Project Manager: Mohamed Mabrouk, P.E.
Address: 10800 Biscayne Boulevard, Suite
950 Miami, Fl. 33161
Telephone: 786-485-5200
Email: mmabrouk@cgasolutions.com

SECTION XI - AUDIT RIGHTS

The CONSULTANT hereby agrees that the COUNTY may perform audits of the CONSULTANT’s books of accounts and records related to the work. Such audits may be performed at the COUNTY’S discretion.

Such audits may be performed by the COUNTY or may be arranged by the COUNTY through the auspices of the U.S. Department of Transportation. Alternatively, the COUNTY may cause an independent certified public accounting firm to perform the audit within the time herein described below. The CONSULTANT shall maintain all books of accounts, records, documents and other evidence of

accounting procedures and practices sufficient to properly document all expenses incurred and anticipated to be incurred in the performance of this Contract including justification of the negotiated overhead rates and direct labor rates. The materials described above shall be made available at the office of the CONSULTANT, at reasonable times, for inspection, audit or reproduction, within three (3) years following final payment under this Contract and the closing of all other pending matters.

In addition to the above requirements, the Secretary of the U.S. Department of Transportation, the Comptroller General of the United States, the State of Florida, the COUNTY or their authorized designee, shall have the right to audit the CONSULTANT's books of accounts and records relating to performance of this Contract at any time within three (3) years following final payment under this Contract and the closing of all other pending matters.

For purposes of verifying the certified cost or pricing data submitted or identified by the CONSULTANT in conjunction with the negotiation of this Agreement or any modification/change order to this Agreement, the CONSULTANT shall, for a period of three (3) years after Final Acceptance under this Agreement:

- A. Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.
- B. Permit an authorized representative of the COUNTY, State of Florida, United States Department of Transportation and Comptroller of the United States to examine such books, records, documents, papers, computations, projections and other supporting data.
- C. In the event any information provided by the CONSULTANT during initial contract negotiations or any supplemental agreement negotiations or any other information is later determined by the COUNTY not to have been complete, accurate or current at the time of

the submittal, the COUNTY shall be entitled to an appropriate correction of the total compensation amount. If this determination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds including withholding funds due the CONSULTANT on other COUNTY contracts.

The CONSULTANT agrees to insert these audit clauses in all of his subcontracts.

SECTION XII - SUBCONTRACTING

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the COUNTY. Subconsultants included in CONSULTANT's proposal are deemed to be approved by the COUNTY.

The CONSULTANT may, if they so desire and if approved by the COUNTY, employ Special Professional CONSULTANTS to assist in performing specialized portions of the work. Payment of such Special Professional CONSULTANTS employed at the option of the CONSULTANT and subject to written approval by the COUNTY shall be the responsibility of the CONSULTANT and shall not be cause for any increase in compensation to the CONSULTANT for the performance of the work included in the Work Order.

The COUNTY may, if it deems such action necessary to the satisfactory and expeditious completion of the authorized work, direct the CONSULTANT to engage the services of a Designated Professional CONSULTANT(s) to assist the CONSULTANT in the performance of specialized portions of the services. The CONSULTANT shall comply with such directive. Employment of such a Designated Professional CONSULTANT(s) at the direction of the COUNTY by Work Order shall constitute additional services under the provisions of this Agreement and the CONSULTANT shall be reimbursed therefore in accordance with negotiated fees at the time such additional services are requested by the COUNTY.

Failure to obtain COR approval of a Subconsultant prior to commencement of that Subconsultant’s services may be grounds for non-payment of any services performed prior to approval.

A. SUBCONSULTANTS

- The compensation for services rendered by the Subconsultant's personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the IRS, for all time said personnel engaged directly in the work, times the following multipliers:

FIRMS	OFFICE			FIELD		
	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
Ally Engineering Services, Inc.	160.17	10%	2.8619		10%	
American Engineering Group, Inc.	115.34	10%	2.3687		10%	
CSA Central, Inc.	193.55	10%	3.2291	136.25	10%	2.5988
GHD Services, Inc.	182.63	10%	3.1089		10%	
Marlin Engineering, Inc.	146.23	10%	2.7085	129.27	10%	2.5220
Professional Services Industries, Inc.	151.02	10%	2.7612	133.67	10%	2.5704
Terra South Florida, Inc.	131.24	10%	2.5436	118.40	10%	2.4024

¹ Independent Audit in accordance with applicable Sections of Part 31, FAR.

² Considered for minor role only

³ Subconsultants that do not have an approved overhead rate must submit their FDOT approved overhead rates for DTPW’s approval prior to issuing any work order pursuant to this contract where the sub-consultant is a party thereto.

NOTE #1 : Task involving a very small dollar amount will be considered miscellaneous services.

The County may negotiate consultant fees for these services based on County’s cost and price analysis.

- The table of overhead rates is based on information provided by the Subconsultant during initial contract negotiations. The COUNTY has the right to request that the Subconsultant submit independent audit in accordance with Part 31 of the Federal Acquisition Regulations

accepted by a Federal or State agency, or an independent audit from a Certified Public Accountant (C.P.A.) to set multipliers. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

2. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed the Subconsultants' overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. The aforementioned documentation must be updated and provided by the CONSULTANT once, annually from the effective date of the contract, when it requests any overhead rate revisions for Subconsultants in order to be accepted by the COR.
3. The maximum direct hourly rates, per classification, excluding overhead, allowed under this contract shall not exceed the caps listed in Exhibit "F" unless authorized by the COR in writing, and shall apply to all employees. The burdened direct labor charges shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.
4. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the rate established by Subsection IV-A(1) hereof for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work in excess of 40 hours per week.
5. Labor rates shall be in accordance with Exhibit "F" supplied by the CONSULTANT on behalf of the Subconsultant and made a part hereof and consistent with prevailing local

wage rates paid for similar work to similar employees classifications and subject to COUNTY approval prior to starting work. Subconsultants are permitted to submit a written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the COR. Annual wage increases for these employees shall be no higher than five percent (5%) and shall be consistent with other similar employees unless otherwise approved by the COR.

6. All services provided by the Subconsultants shall be pursuant to appropriate agreements between the CONSULTANT and the Subconsultants which shall contain provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY and the services shall be compensated in accordance with Section IV-COMPENSATION. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Subconsultants.
7. Subconsultants may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. Subconsultants included in CONSULTANT's Proposal are deemed to be approved by the County. The COUNTY reserves the right at any time to withdraw the approval of such Subconsultant, if it decides that the services performed by the Subconsultant, are not acceptable to the COUNTY.
8. The CONSULTANT shall not change any Subconsultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Any request to add a Subconsultant shall include substantiation of Subconsultant's overhead acceptable to the COUNTY.
9. PRINCIPALS

Subconsultants shall be compensated at the following rate for the time of principals engaged directly in the work. Subconsultants are permitted to submit a written request for annual wage increases for its principals once annually from the effective date of the contract, for review and approval by the COR. Annual rate increases for Principals shall be at a maximum of 5% per year and subject to approval by the COR in writing, approval of which shall not be unreasonably withheld. This rate shall not be subject to the overhead rates or fee and shall be applied to the time spent on requested work by the following Principals.

Firm	Principals	Hourly Rate
Ally Engineering Services, Inc.	Mohamed Mabrouk	\$170
American Engineering Group, Inc.	Ramon Arosemena	\$170
CSA Central, Inc.	Roberto Leon	\$170
GHD Services, Inc.	Brian Moore	\$170
Marlin Engineering, Inc.	Ramon Soria	\$170
Professional Services Industries, Inc.	Juan D. Villegas	\$170
Terra South Florida, Inc.	Raj Krishnasamy	\$170

Note: CONSULTANT shall not bill for more than 40 hours per year. Additional hours must be previously authorized by the COR.

The Maximum compensable hours for the Principal shall not exceed 40 hours annually from the effective date of the contract. Additional hours must be previously authorized by the COR in writing.

B. NON-EXCLUSIVITY

Notwithstanding any provision of this non-exclusive agreement, the COUNTY is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other CONSULTANT to perform any professional services as defined herein and the CONSULTANT waives any claim it might have against the COUNTY as a result of the COUNTY electing to retain or utilize such other Architect, Engineer, Design Professional or other CONSULTANT to perform any such professional services,

except that if the COUNTY retains or utilizes such other Architect, Engineer, Design Professional or other CONSULTANT to perform such services subsequent to the starting date and before the completion date of the agreement of the CONSULTANT, and if the new CONSULTANT is directed to perform the same services, the CONSULTANT shall be entitled to compensation as provided in this Section.

SECTION XIII - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT'S County-approved 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 certifies that no COUNTY personnel, whether a full-time or part-time employee, 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 Certification, the County Mayor or his designee shall have the right to annul this Agreement without liability.

SECTION XIV - TERMINATION OF AGREEMENT

It is expressly understood and agreed that the COR may terminate this Agreement, in whole or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the COR or by declining to issue Work Orders, as provided in Section VI; in which event the COUNTY's sole obligation to the CONSULTANT shall be payment in accordance with Section IV - COMPENSATION, for those units or sections of work previously authorized plus reasonable costs of termination. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONSULTANT, found acceptable to the COUNTY, up to the time of termination. In the event partial payment has been made for

professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

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

SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of 1,384 Calendar Days after issuance of the Notice to Proceed, or until depletion of the funds allocated to pay for the cost of the services described in the Agreement. The County shall comply with the original terms and conditions and any amendments thereof.

Actual completion of the services hereunder may extend beyond such term provided that action is taken in accordance with any of the methods described under Subsections A through C below:

(A) Method One – A time extension is provided for additional unforeseen work performed outside the scope of the original Agreement that affects the work schedule or previously approved changes using contingency time allocated in the Contract award memo.

(B) Method Two – A time extension is provided for additional unforeseen work performed outside the scope of the original Agreement that affects the work schedule or previously approved changes and is approved via a formal Supplemental Agreement.

(C) Method Three – A work order (or multiple work orders) has been issued prior to the Agreement’s original expiration date that clearly states the tasks, method of payment, dollar amount, and work order expiration date.

Once a revised Agreement or a new work order expiration date has been approved in accordance with one of the methods described above, the Agreement completion date shall be based on either the revised expiration date or the date that all funding has been expended, whichever occurs first.

SECTION XVI - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COR 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 as of the date written notice of default is served. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall be compensated on a percentage of the professional services which have been performed and found acceptable to the County prior to the time the COR declares a default. Any dispute arising out of this Section shall be resolved in accordance with Section VII – RIGHT OF DECISIONS AND DISPUTE RESOLUTION.

SECTION XVII - INDEMNIFICATION AND INSURANCE

Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any

kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subconsultants.

To the extent this indemnification clause or any other indemnification clause in this AGREEMENT does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract shall hereby be interpreted as the Parties' intention for the indemnification clauses and Contract to comply with Chapter 725, Florida Statutes, as may be amended.

The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The CONSULTANT expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify and hold harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the CONSULTANT in which the COUNTY participated either through review or concurrence of the CONSULTANT'S actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Subconsultants under this AGREEMENT.

This Section shall survive expiration or termination of this AGREEMENT.

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

The CONSULTANT shall furnish to the COUNTY, c/o DTPW, Attn.: Leticia Smith, 701 N.W. 1st Court, 15th Floor, Miami, FL 33136, 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 as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations and Personal and Advertising Injury. **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 an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability or Errors & Omissions insurance covering architectural and/or engineering project design, construction supervision, administration and any related professional qualifications or functions required by the project for the licensed design professional in an amount not less than \$2,000,000 per claim.
 - a. If any required insurance purchased by the Design-Builder, subcontractor, and Licensed Design Professional has been issued on a 'claims made' basis, the purchaser of such claims made coverage must have and extended reporting or discovery "tail" period of not less than ten years after the project completion date and shall have a retroactive date to the date of first design. The limits of liability and the extensions to be included remain the same.

Certificates of Insurance and/or policies should reference Construction, Engineering and Inspection Services for The Underline – Phases 3 – 9, Contract No. CIP235-DTPW21-CEI.

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

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

or

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

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY

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

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

SECTION XVIII-ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS

The CONSULTANT and Subconsultants agree to abide and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Agreement, and any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. Applicable local laws and ordinances which may have a bearing on the work contemplated hereunder, including, but are not necessarily limited to those listed in the NTPC and the following:

- A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.
- B. The CONSULTANT shall comply with the procedures contained in the FALSE CLAIMS Ordinance COUNTY Code Article XV Sections 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against the COUNTY; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.
- C. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13, as amended, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Dade County Elections Department, P.O. Box 012241, Miami, FL 33101:
- (1) A source of income statement;
 - (2) A current certified financial statement;
 - (3) A copy of the CONSULTANT'S Current Federal Income Tax Return.
- D. E-VERIFY - By entering the Contract, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes, but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the CONSULTANT effective, January 1, 2021, and requiring all Subconsultants to provide an affidavit attesting that the Subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this CONSULTANT, or if a Subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public

contract for a period of one year after the date of termination, and the CONSULTANT may be liable for any additional costs incurred by Miami-Dade County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

E. 1.49 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The CONSULTANT shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (COUNTY) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN

OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

F. The CONSULTANT further agrees to comply with the requirements of the County, State and Federal Ordinances, Resolutions and/or Regulations.

Refer to Exhibit “B” for Federal Requirements and Provisions.

The CONSULTANT further agrees to comply with any other Ordinance or Resolution of the County that may become effective before the execution by both parties of this Agreement. In the event any ordinance or resolution potentially impacting price is adopted by the Board subsequent to completions of negotiations but prior to adoption of this contract by the Board, CONSULTANT may seek adjustment of the contract price. Failure on the part of the CONSULTANT to notify the COUNTY of its intent to seek an adjustment to the contract price prior to the Contract approval of the the Board shall constitute a waiver of any such claims or adjustments.

SECTION XIX – TRUTH IN NEGOTIATION CERTIFICATION OF WAGE RATES

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

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section IV, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine

that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XX - EQUAL OPPORTUNITY

A. EQUAL EMPLOYMENT OPPORTUNITY

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, familial status, pregnancy, sexual orientation, marital status, disability, gender identity or gender express, place of birth or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, ancestry, sex, familial status, pregnancy, age, sexual orientation, marital status, physical handicap or national origin, gender identity or gender express, or status as viction of domestic violence, dating violence or stalking. Evidence of such actions shall be reported on forms supplied by the COUNTY.

Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this Equal Opportunity Clause.

The CONSULTANT shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act,

effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Sections 112.041, 112.042 and 112.0113, Florida Statutes, Chapter 760 (Florida Civil Rights Act of 1992, as amended) and County Ordinance 75-46, effective June 28, 1975.

B. NONDISCRIMINATION

During the performance of this Agreement, the CONSULTANT agrees to state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so the CONSULTANT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the COUNTY, and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. The CONSULTANT further agrees that he/she will comply with the requirements of the Americans with Disabilities Act.

C. DISADVANTAGED BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

A Disadvantaged Business Enterprise Goal (DBE) of 10.65% is applicable for this contract. The CONSULTANT shall make full use of certified DBE firms listed in the Unified Certification Program (UCP) website: (<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>).

SECTION XXI - AFFIRMATIVE ACTION PLAN REQUIREMENTS

The CONSULTANT's Affirmative Action Plan, as approved by DTPW's Office of Civil Rights, and any approved update thereof, is hereby incorporated as contractual obligations of the CONSULTANT to the COUNTY hereunder. The COR shall undertake and perform the affirmative actions specified herein. The COR may declare the CONSULTANT in default of this agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXII – FEDERAL REQUIREMENTS AND PROVISIONS

Refer to Exhibit "B" for Federal Requirements and Provisions.

SECTION XXIII - BUSINESS APPLICATIONS AND FORMS

The CONSULTANT shall be a registered vendor with the COUNTY for the duration of this Agreement. It is the responsibility of the CONSULTANT to update and file the Vendor Registration Application on the COUNTY's Vendor Registration Site for any changes for the duration of this Agreement, including any option years.

The Proposer is responsible for submitting the Vendor Registration Application on the COUNTY's Vendor Registration Site at <https://www.miamidade.gov/apps/isd/vendor>.

Section 2-11.1(d) of Miami-Dade County Code, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the COUNTY's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall

render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

SECTION XXIV – PROMPT PAYMENT

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and interest payments made on late payments. The CONSULTANT's attention is directed to Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, providing for expedited payments to small businesses by county agencies and the Public Health Trust creating dispute resolution procedures for payment of county and Public Health Trust obligations; and requiring the CONSULTANT to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subconsultants. Failure of the CONSULTANT to issue prompt payment to small business, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the county contract or Public Health Trust contract and debarment procedures of the COUNTY. The CONSULTANT agrees to provide the COUNTY with a copy of its dispute resolution process.

SECTION XXV – ESTIMATE TIME FOR CONTINGENCY

This Agreement contains a Contingency Allowance time extension not to exceed ten percent (10%) of the original Contract Duration. Pursuant to a written request by the CONSULTANT for a time extension for reasons exhibited in Section XV – Duration of Agreement, that affects the critical path schedule of the Agreement or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department project manager, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10%) of the original Contract Duration rounded off to the next whole number.

SECTION XXVI - CONTINGENCY ALLOWANCE

This project is a Professional Services Agreement; therefore, an estimated Allowance Account of \$600,000.00 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by Department of Transportation and Public Works for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION XXVII - SCRUTINIZED COMPANY

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

SECTION XXVIII – ERRORS AND OMISSIONS

The CONSULTANT shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract documents prepared by the CONSULTANT.

SECTION XXIX - MISCELLANEOUS

A. Force Majeure. For the purposes of delay and events of force majeure under Section III, and event of “Force Majeure” is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God

(including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, law enforcement actions, curfews, or closure of transportation systems, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of sub-consultants/subcontractors, third-party consultants/contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

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

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

B. Standard of Care. Notwithstanding any other provisions to the contrary, in the performance of its Services, CONSULTANT shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period. COUNTY recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and

that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. CONSULTANT is not responsible for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

C. Responsibility for Others. CONSULTANT shall be responsible to COUNTY for CONSULTANT Services and the services of CONSULTANT Subconsultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by COUNTY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

D. Cost Estimates. CONSULTANT's opinions of construction and materials costs estimates provided herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONSULTANT has no control over the costs of labor, materials, equipment, or services furnished by others, or over any CONSULTANT's methods of determining prices or over competitive bidding, or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions prepared by CONSULTANT.

E. No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than COUNTY and CONSULTANT.

F. Right of Entry. COUNTY grants to CONSULTANT, and, if the project site is not owned by COUNTY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and Subconsultants, upon the project site for the purpose of providing the Services. COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

G. The Parties may from time to time by mutual agreement seek to modify, extend or enlarge the services under a Work Order (“Modification”). In the event the Parties agree to a Modification to add additional services, or to make other modifications to the services, CONSULTANT’s compensation, the schedule and any other relevant terms and conditions to the applicable Work Order shall be equitably adjusted prior to performance of such services.

H. In no event shall either party, affiliates and subsidiaries or their respective director, officers or employees be liable to the other for any indirect, incidental, special consequential or punitive damages whatsoever (including, without limitations, lost profits, loss of revenue, loss of use or interruption of Business) arising out of or related to this agreement, even if advised of the possibility of such damages.

I. Pursuant to Florida Statute Section 558.0035, under no circumstances shall any present or future, direct or indirect, officers, directors, participants, advisors, managers, employees, agents or affiliates of designer, or any of their heirs, successors or assigns, be individually held liable for negligence.

J. Assignability: DTPW may assign its rights and obligations under the Agreement to any successor to the rights and functions of DTPW or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent that DTPW deems necessary or advisable under the circumstances.

K. Assignment: The Consultant shall not assign, transfer, or otherwise dispose of this Agreement, including any rights, title or interest therein, or their power to execute such Contract to any person, company or corporation without the prior written consent to the County. The County’s consent for an assignment will not be reasonably withheld.

SECTION XXX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall be construed to make any party hereunder the agent, employee, partner or joint venturer of the other, nor will any CONSULTANT firm hereunder be considered the

beneficiary of any of the duties or rights created by this Agreement between the COUNTY and any other consulting firm hereunder.

This writing and its' Exhibits 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 the Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the Board of County Commissioners.

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

**PURSUANT TO FLORIDA STATUTE CHAPTER 558.0035, AN
INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM
NEGLIGENCE.**

IN WITNESS THEREOF the parties hereto have executed these presents this _____ day of _____, 202_.

ATTEST:

HARVEY RUVIN

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

By: _____

By: _____
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney

As to Form and Legal Sufficiency:

ATTEST:

(Corporate Seal)

By: *David Hopkins*

By: *[Signature]*



