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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 4, 2013

Agenda Item No. 8(L)(4)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Contract Award Recommendation for Miscellaneous Professional Services Agreements with 38 Consulting Firms to Provide General Land and Engineering Surveying Services - Project No: E12-PWWM-01; Contract No: 20120067- and Authorizing the Use of Various Funding Sources Including Charter County Transportation Surtax and Building Better Communities General Obligation Bond Funds

Resolution No. R-435-13

Recommendation

This Recommendation for Award for Miscellaneous Professional Services Agreements (PSA) for General Land and Engineering Surveying Services - Project No: E12-PWWM-01; Contract No: 20120067 between Miami-Dade County and the 38 consulting firms listed in Attachment 'A' has been prepared by the Public Works and Waste Management Department (PWWM) and is recommended for approval by the Board of County Commissioners (BCC).

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

Scope

PROJECT NAME:	Miscellaneous Professional Services Agreements to provide General Land and Engineering Surveying Services
PROJECT NO:	E12-PWWM-01
CONTRACT NO:	20120067
PROJECT DESCRIPTION:	Miami-Dade County has the need to establish Professional Services Agreements to provide General Land and Engineering Surveying Services, on an as needed basis for all Miami-Dade County departments. These agreements will be utilized for the surveying services necessary for various Miami-Dade County projects which include: PWWM, Aviation, Water and Sewer, Internal Services, Regulatory and Economic Resources, Public Housing and Community Development, Parks, Recreation and Open Spaces and Seaport. The

Departments will utilize the General Land and Engineering Surveying Services Agreements during its three (3) year effective term. The work is assigned on a rotational basis for the technical certifications categories available within this agreement. The number of firms was determined by the number of qualified proposers who submitted a proposal for this project.

PROJECT LOCATION: Countywide

PRIMARY COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Mayor's Authority

ISD A&E PROJECT NUMBER: E12-PWWM-01

USING DEPARTMENT: Multiple

Fiscal Impact/Funding Source

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

Fiscal impact to the Charter County Transportation Surtax is estimated at approximately $2 million over the agreement period of this PSA. The cost of the services will be charged to those particular projects which require these services.

PTP FUNDING: Yes

GOB FUNDING: Yes

ARRA FUNDING: No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS: Firms need to be certified in one or more of the Technical certification outlined below.

TYPE	CODE	DESCRIPTION
Prime	15.01	SURVEYING AND MAPPING - LAND SURVEYING
Prime	15.02	SURVEYING AND MAPPING - AERIAL PHOTOGRAMMETRY

Prime 15.03 UNDERGROUND UTILITY LOCATION

Prime 15.04 HYDROGRAPHIC SURVEYS

SUSTAINABLE BUILDINGS ORDINANCE (I.O NO. 8-8): The project does not qualify for compliance with the Sustainable Buildings Ordinance.

ESTIMATED ORIGINAL CONTRACT PERIOD: 1095 days

TOTAL ESTIMATED CONTRACT PERIOD: 1095 Days. On an as needed basis during the three (3) year effective term of the agreement.

ESTIMATED CONTINGENCY PERIOD: 0 Days.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $0.00, The Contract has no minimum or maximum value. Contract amount will be based on service orders and funds will be derived from project specific funding sources.

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

Type	Percent	Amount	Comment
N/A	0%	$0.00	N/A

TOTAL DEDICATED ALLOWANCE: $0.00

Track Record/Monitor

EXPLANATION: The request to advertise was approved and filed with the Clerk of the Board on October 1, 2012 and on October 26, 2012 the solicitation to provide General Land and Engineering Surveying Services was advertised. The pre-submittal meeting and the project briefing took place on November 15, 2012

Negotiations with the firms commenced and concluded on February 7, 2013 and the results were as follows: for category 15.01 a 3% increase over previous contract, for category 15.02 a 2% increase, for

category 15.03 a 3% increase except the fees for Vacuum Trucks that increased 4% over previous contract, category 15.04 was also negotiated, but this is the first year that this category is included, so there is no prior history.

Following completion of the award process the project will be assigned to Mr. Luis F. Lacau, P.L.S., Project Manager for day to day responsibilities.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No.

REVIEW COMMITTEE: MEETING DATE: December 12, 2012
SIGNOFF DATE: December 12, 2012

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES: None.

MANDATORY CLEARING HOUSE: No.

CONTRACT MANAGER NAME / PHONE / EMAIL: Luis F. Lacau Jr. / (305) 375-2714 / lzl@miamidade.gov

PROJECT MANAGER NAME / PHONE / EMAIL: Luis F. Lacau Jr. / (305) 375-2714 / lzl@miamidade.gov

Background

Miami-Dade County departments will utilize the services of these agreements when required for Miami-Dade County projects. These services will be primarily utilized for General Land and Engineering Surveying Services necessary for the design and construction of funded projects. The agreements are for a three (3) year period. Upon expiration, a new contract will be advertised to establish a new pool.

The work is assigned on a rotational basis, with the initial order determined by the amount of money awarded County-wide to each firm during the previous three (3) years. Once each firm has been issued a work order, the list is re-established based on the amount of money awarded to each firm, updated to include the work orders issued under this contract. The list of firms recommended for award is included in Attachment 'A'.

DEPARTMENT FINANCE: 3/28/13
DEPT. FINANCE OFFICER: **DATE:**
Aneisha Daniel

INDEX CODES: **Various**

BUDGET APPROVAL
FUNDS AVAILABLE: 4/3/13
OMB DIRECTOR **DATE**

APPROVED AS TO
LEGAL SUFFICIENCY: 4/12/13
COUNTY ATTORNEY **DATE**

4/17/13
DEPUTY MAYOR **DATE**
Alina T. Hudak

CLERK DATE:
DATE

Attachment 'A' – Consulting Firms Recommended for Award for Miscellaneous Professional Services Agreements for General Land and Engineering Surveying Services - Project No: E12-PWWM-01; Contract No: 20120067

Consultant Name:	**Keith and Associates, Inc.**
Company Principal	A. Dodie Keith-Lazowick
Company Qualifier	Michael Mossey, PSM
Street Address	7145 SW 42nd Terrace, Miami, FL 33155
Years in Business	15
Previous Agreements and Performance with Miami Dade County	N/A

Consultant Name:	**Manuel G. Vera & Associates, Inc.**
Company Principal	Manuel G. Vera, Sr.
Company Qualifier	Manuel G. Vera, Jr., PSM
Street Address	13960 SW 47th Street, Miami, FL 33175
Years in Business	36
Previous Agreements and Performance with Miami Dade County	2 agreements with aggregated fees of approximately $580,755.55

Consultant Name:	**North Star Group, Inc.**
Company Principal	Jose A. Roche
Company Qualifier	Jose A. Roche
Street Address	16155 SW 117th Ave, B23, Miami, FL 33177
Years in Business	12
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**Makowski & Wright, Inc.**
Company Principal	Frank Makowski
Company Qualifier	Frank Makowski
Street Address	27 NW 13th Street, Homestead, FL 33030
Years in Business	27
Previous Agreements and Performance with Miami Dade County	N/A

Consultant Name:	**TBE Group, Inc. d/b/a Cardno TBE**
Company Principal	R. Mark Pitchford, PSM
Company Qualifier	Mark Sowers, PSM
Street Address	3427 NW 55th St., Ft. Lauderdale, FL 33309
Years in Business	17
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**Erdman Anthony of Florida, Inc.**
Company Principal	Bryan A. Merritt, PSM
Company Qualifier	Bryan A. Merritt, PSM
Street Address	1402 Royal Palm Beach Blvd., Ste. 500, Royal Palm
Years in Business	9
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**AMEC Environment & Infrastructure, Inc.**
Company Principal	Michael Nardone, PG
Company Qualifier	Russell Stauffer, P.E.
Street Address	5845 NW 158th Street, Miami, FL 33014
Years in Business	1
Previous Agreements and Performance with Miami Dade County	N/A

Consultant Name:	**E.R. Brownell & Associates, Inc.**
Company Principal	Angel Lopez
Company Qualifier	Thomas Brownell
Street Address	2434 SW 28th Lane, Miami, FL 33133
Years in Business	45
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**Triangle Surveying & Mapping, Inc.**
Company Principal	John Liptak
Company Qualifier	John Liptak, PSM
Street Address	8609 NW 66th Street, Miami, FL 33166
Years in Business	7
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55
Consultant Name:	**Leiter, Perez & Associates, Inc.**
Company Principal	Geoffrey Leiter
Company Qualifier	Geoffrey Leiter
Street Address	520 NW 165th St. #209, Miami, FL 33169
Years in Business	16
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55
Consultant Name:	**Wantman Group, Inc.**
Company Principal	Robin Petzold, PSM
Company Qualifier	Sam Hall, PSM
Street Address	2035 Vista Parkway, West Palm Beach, Fl. 33411
Years in Business	12
Previous Agreements and Performance with Miami Dade County	N/A
Consultant Name:	**Aylward Engineering & Surveying, Inc.**
Company Principal	Sharon Aylward Cox, PE, PSM
Company Qualifier	Sharon Aylward Cox, PE, PSM
Street Address	3222 Ridge Trace, Davie, Fl. 33328
Years in Business	15
Previous Agreements and Performance with Miami Dade County	2 agreements with aggregated fees of approximately $561,555.55

Consultant Name:	**Inframap Corp.**
Company Principal	Paul Hayes
Company Qualifier	Jay Scagliola, PLS
Street Address	1860 Old Okeechobee Rd. Unit 201, West Palm Beach, Fl. 33409
Years in Business	10
Previous Agreements and Performance with Miami Dade County	3 agreements with aggregated fees of approximately $608,455.55

Consultant Name:	**Hadonne Corp.**
Company Principal	Abraham Hadad
Company Qualifier	Abraham Hadad
Street Address	1985 NW 88th Court, #202, Doral, Fl. 33172
Years in Business	10
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**HSQ Group, Inc.**
Company Principal	Antonio Quevedo, P.E.
Company Qualifier	Donna West, PSM
Street Address	5201 Blue Lagoon Dr. Ste. 962, Miami, Fl. 33126
Years in Business	1
Previous Agreements and Performance with Miami Dade County	2 agreements with aggregated fees of approximately $137,900.10

Consultant Name:	**Atkins North America, Inc.**
Company Principal	Carlos del Valle, PLS
Company Qualifier	Carlos del Valle, PLS
Street Address	2001 NW 107th Avenue, Miami, Fl. 33172
Years in Business	53
Previous Agreements and Performance with Miami Dade County	13 agreements with aggregated fees of approximately $5,832,373.56

Consultant Name:	**CSA Central, Inc.**
Company Principal	Roberto Leon, P.E.
Company Qualifier	Selvin Bruce, P.S.M.
Street Address	6100 Blue Lagoon Drive, Ste. 300, Miami, FL. 33126
Years in Business	6
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $175,000.00

Consultant Name:	**J. Bonfill and Associates Inc.**
Company Principal	Jacqueline Bonfill Gee
Company Qualifier	Juan J. Bonfill, PSM
Street Address	7100 SW 99th Avenue, Ste. 104, Miami, Fl. 33173
Years in Business	24
Previous Agreements and Performance with Miami Dade County	2 agreements with aggregated fees of approximately $558,655.55

Consultant Name:	**Coastal Planning & Engineering, Inc.**
Company Principal	Thomas J. Campbell
Company Qualifier	Michael Lowiec
Street Address	2481 NW Boca Raton Blvd., Boca Raton, Fl. 33431
Years in Business	29
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**I.F. Rooks & Associates, Inc.**
Company Principal	Isaac Rooks, Je., PSM
Company Qualifier	Isaac Rooks, Je., PSM
Street Address	106 NW Drane Street, Plant City, FL. 33563
Years in Business	45
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**Aerial Cartographics of America, Inc.**
Company Principal	Steven Kuda, PSM, PHO
Company Qualifier	Iarealis Diaz, PSM
Street Address	7735 NW 48th Street, Ste. 110 Doral, FL. 33166
Years in Business	9
Previous Agreements and Performance with Miami Dade County	2 agreements with aggregated fees of approximately $7,721,805.55
Consultant Name:	**CPH Engineers, Inc.**
Company Principal	Todd Hendrix, P.E.
Company Qualifier	Jason James
Street Address	1992 SW 1st Street, Miami, Fl. 33135
Years in Business	1
Previous Agreements and Performance with Miami Dade County	6 agreements with aggregated fees of approximately $226,600.00
Consultant Name:	**Calvin, Giordano & Associates, Inc.**
Company Principal	Dennis J. Giordano
Company Qualifier	Greg Clements, PSM
Street Address	1800 Eller Drive, Ste. 600, Ft. Lauderdale, FL.
Years in Business	28
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55
Consultant Name:	**Craven, Thompson & Associates, Inc.**
Company Principal	Richard D. Pryce, P.S.M.
Company Qualifier	Thomas Shahan, P.S.M.
Street Address	3563 NW 53rd Street, Ft. Lauderdale, Fl. 33309
Years in Business	19
Previous Agreements and Performance with Miami Dade County	N/A

Consultant Name:	**Marlin Engineering, Inc.**
Company Principal	Ramon Soria, P.E.
Company Qualifier	Ramon Soria, P.E.
Street Address	2191 NW 97th Avenue, Doral, Fl. 33172
Years in Business	1
Previous Agreements and Performance with Miami Dade County	3 agreements with aggregated fees of approximately $689,055.55

Consultant Name:	**Miller, Legg & Assocaites, Inc.**
Company Principal	Margarita Weidener, PSM
Company Qualifier	Richard Bussell, PSM
Street Address	7743 NW 48th Street, Ste. 140, Doral, Fl. 33166
Years in Business	18
Previous Agreements and Performance with Miami Dade County	2 agreements with aggregated fees of approximately $605,555.55

Consultant Name:	**Zurwelle-Whittaker, Inc.**
Company Principal	Eddie A. Martinez, PSM
Company Qualifier	Eddie A. Martinez, PSM
Street Address	1140 W 50th Street, # 307 Hialeah, FL. 33012
Years in Business	79
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**F.R. Aleman and Associates, Inc.**
Company Principal	Yvette A. Aleman, P.E., SIT
Company Qualifier	Fernando Gatell, PSM
Street Address	10305 NW 41st Street, #200, Miami, Fl. 33178
Years in Business	26
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**Avino & Associates, Inc.**
Company Principal	Jorge R. Avino, PE, PSM
Company Qualifier	Benigno J. Suarez, PSM
Street Address	1350 SW 57th Ave, suite. 207, west Miami, Fl. 33144
Years in Business	25
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**Robayna and Associates, Inc.**
Company Principal	Rafael L. Robayna, P.E.
Company Qualifier	Rafael L. Robayna, P.E.
Street Address	5723 NW 158th Street, Miami Lakes, FL. 33014
Years in Business	28
Previous Agreements and Performance with Miami Dade County	2 agreements with aggregated fees of approximately $575,355.55

Consultant Name:	**Longitude Surveyors, LLC**
Company Principal	Eduardo M. Suarez
Company Qualifier	Eduardo M. Suarez
Street Address	4055 NW 97th Avenue, 2nd Floor, Doral, Fl. 33178
Years in Business	1
Previous Agreements and Performance with Miami Dade County	N/A

Consultant Name:	**Keith and Schnars, P.A.**
Company Principal	Mark J. Moshier, P.E.
Company Qualifier	Robert K. Krisak, P.L.S.
Street Address	6500 North Andrews Avenue, Ft. Lauderdale, FL 33309
Years in Business	41
Previous Agreements and Performance with Miami Dade County	3 agreements with aggregated fees of approximately $905,555.55

Consultant Name:	**Woolpert, Inc.**
Company Principal	John Cestnick, PSM
Company Qualifier	John Cestnick, PSM
Street Address	10900 NW 25th Ave, Ste. 100, Miami, Fl. 33172
Years in Business	8
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**JBM Data System, LLC**
Company Principal	Jovica B. Malesevic
Company Qualifier	Jovica B. Malesevic, PSM
Street Address	4000 Ponce De Leaon Blvd., #470, Coral Gables, Fl. 33146
Years in Business	9
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**Sea Diversified, Inc.**
Company Principal	William T. Sadler, Jr. PE, PSM
Company Qualifier	Kenneth C. Jackson, PSM
Street Address	21 NW 2nd Street Delray Beach, FL. 33444
Years in Business	9
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**Biscayne Engineering Company, Inc.**
Company Principal	Michael Bartholomew
Company Qualifier	Andrew Conner
Street Address	529 West Flager Street, Miami, Fl. 33130
Years in Business	31
Previous Agreements and Performance with Miami Dade County	5 agreements with aggregated fees of approximately $701,067.89

Consultant Name:	**Florida International Land Surveyors, Inc.**
Company Principal	Vicente Tome, P.L.S.
Company Qualifier	Vicente Tome, P.L.S.
Street Address	5881 NW 151st Suite, 213, Miami Lakes, Fl. 33014
Years in Business	35
Previous Agreements and Performance with Miami Dade County	1 agreement with aggregated fees of approximately $555,555.55

Consultant Name:	**Schwebke-Shiskin & Associates, Inc**
Company Principal	Alfonso Cristobal Tello
Company Qualifier	Alfonso Cristobal Tello
Street Address	3240 Corporate Way, Miramar, Fl. 330253
Years in Business	63
Previous Agreements and Performance with Miami Dade County	N/A

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 4, 2013

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

SUBJECT: Agenda Item No. 8(L)(4)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
✓	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(4)
6-4-13

RESOLUTION NO. R-435-13

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION FOR PROFESSIONAL SERVICES AGREEMENTS WITH 38 CONSULTING FIRMS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES (PROJECT NO. E12-PWWM-01; CONTRACT NO. 20120067) AND AUTHORIZING THE USE OF VARIOUS FUNDING SOURCES INCLUDING CHARTER COUNTY TRANSPORTATION SURTAX AND BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Contract Award Recommendation to the following firms: 1. Keith and Associates, Inc., 2. Manuel G. Vera & Associates, Inc., 3. North Star Group, Inc., 4. Makowski & Wright, Inc., 5. TBE Group, Inc. d/b/a Cardno TBE., 6. Erdman Anthony of Florida, Inc., 7. AMEC Environment & Infrastructure, Inc., 8. E.R. Brownell & Associates, Inc., 9. Triangle Surveying & Mapping, Inc., 10. Leiter, Perez & Associates, Inc., 11. Wantman Group, Inc., 12. Aylward Engineering & Surveying, Inc., 13. Inframap Corp., 14. Hadonne Corp., 15. HSQ Group, Inc., 16. Atkins North America, Inc., 17. CSA Central, Inc., 18. J. Bonfill and Associates Inc., 19. Coastal Planning & Engineering, Inc., 20. I. F. Rooks & Associates Inc., 21. Aerial Cartographics of America, Inc., 22. CPH Engineers, Inc., 23. Calvin, Giordano & Associates, Inc., 24. Craven, Thompson & Associates, Inc., 25. Marlin Engineering, Inc., 26. Miller, Legg &

Associates, Inc., 27. Zurwelle-Whittaker, Inc., 28. F.R. Aleman and Associates, Inc., 29. Avino & Associates, Inc., 30. Robayna and Associates, Inc., 31. Longitude Surveyors, LLC, 32. Keith and Schnars, P.A., 33. Woolpert, Inc., 34. JBM Data System. LLC, 35. Sea Diversified, Inc., 36. Biscayne Engineering Company, Inc., 37. Florida International Land Surveyors, Inc., 38. Schwebke-Shiskin & Associates, Inc. for the General Land and Engineering Surveying Services Project, located within various Commission Districts (Project No. E12-PWWM-01; Contract No. 20120067) in substantially the form attached hereto and made a part hereof; and authorizes the use of various funding sources including Charter County Transportation Surtax and Building Better Communities General Obligation Bond funds.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved for its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**absent**		
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of June, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR GENERAL LAND AND ENGINEERING SURVEYING, AERIAL PHOTOGRAMMETRIC SERVICES, UNDERGROUND SURVEYS, AND HYDROGRAPHIC SURVEYS

ISD PROJECT NO. E12-PWWM-01

THIS NON-EXCLUSIVE AGREEMENT is made and entered into this _____ day of _____, 2013, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and _____, a Florida Corporation, hereinafter referred to as the "SURVEYOR"

W I T N E S S E T H:

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the SURVEYOR and the SURVEYOR hereby covenants to provide the professional services prescribed herein in connection with the following applicable categories:

□-General Land and Engineering Surveying Services.

□-Aerial Photogrammetric Services.

□-Underground Surveys.

□-Hydrographic Surveys.

SECTION I - COUNTY OBLIGATIONS

The COUNTY agrees that the Public Works and Waste Management Department or its authorized designee shall furnish to the Surveyor any plans and

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

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

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

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

SECTION II - PROFESSIONAL SERVICES

Upon receipt of written authorization from the Director to proceed with a particular unit or section of work, the Surveyor shall clear all standing growth and undergrowth at the site(s) as necessary to facilitate performance of requested land or engineering surveying work.

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

lines, horizontal/vertical control points. All such survey work is to be performed as instructed by the Director or his authorized designee and in accordance with Chapter 61G17 of the Florida Administrative Code, and as set forth herein:

A. Note Keeping

1. **The field book number and project number, both furnished by the COUNTY, shall be lettered on the front outside cover of each field book.**
2. **The name of the Surveyor shall be placed or stamped on the fly leaf of each field book.**
3. **The first page or pages of the field book immediately following the fly leaf shall contain an index showing the limits and types of each phase of the survey, and the pages of the book on which this information is recorded.**
4. **All field books shall be cross-referenced to other field books used on the same project or site.**
5. **All field book pages shall be numbered.**
6. **For each phase of the work, the left-hand page in the field book shall list the title and limits of the work being performed; the Section, Township and Range in which the site is located; and the project number, if applicable. The right-hand pages shall list the date, weather conditions and the names of survey party personnel. The survey base lines, as the case may be, shall be drawn with distances, angles, reference points, north arrow, and description of the various points and shown in the field notes in an accurate and legible manner.**
7. **Topography details shall be plotted on right-hand pages in the field book. Stations and right angle distances to objects shall be recorded. All physical**

features such as buildings (with description), trees, utility poles, fence lines, utility mains, pipe lines, sewers, pavements, sidewalks, ditches, railroad tracks, drainage structures, etc., shall be recorded with a description of each shown on the left-hand page. When using a data collector, a report and digital submission shall be provided with all necessary field survey information in a format as required by the Director. All ties to section lines and sections corners, and other specified property corners shall be shown in the topography notes and field book.

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

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

10. **In case of public land survey corners that have been used as control for the contract survey, referencing and filing of records shall be in conformance with Part III of Chapter 177 of the Laws of the State of Florida. A certified corner record will be completed and filed with the Department by any Surveyor made under his direction, identifies, recovers, reestablishes, remonuments, restores or uses as control a public land corner accessory, unless the corner or its accessories are substantially as described in a previously filed corner record.**

The location and description of all temporary and permanent reference points shall be noted in the field book and copies of the corner record sheets supplied to the Public Works and Waste Management Department.

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

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

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

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

manholes, utility valves, etc., shall also be recorded.

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

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

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

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

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

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

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

B. Field Work

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

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

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

3. Wood stakes, approximately 16 inches long, shall be placed at each station along the base line or centerline. Longer stakes shall be used where necessary to obtain rigidity. Guard stakes showing stationing shall be placed at each control point. The stationing along the survey baseline or centerline shall progress from south to north or from west to east, and the stationing shall always be a horizontal distance established by use of steel Surveyor's tape and plumb bobs or an electronic measuring device. Baseline or centerline stakes or markings shall be set at each one hundred-foot station along the survey route, and the chaining shall be done to the nearest one hundredth of a foot. The point of curvature and point of tangency shall be established on the tangent lines and the centerline curve shall be stationed.

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

C. Survey Drawings

Boundary survey sketches, maps and specific purpose survey drawings shall be in accordance with the requirements of Chapter 61G17 of the Florida Administrative Code, as presently written or hereafter amended, and the

requirements of the Director. Survey drawings shall be drawn to a standard scale and sufficient size that will permit showing the required detail clearly and legibly without the appearance of crowding.

As-Built/Record Survey:

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

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

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

(2) Boundary Survey, Map, and Report:

(a) Boundaries of Real Property:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Boundary Inconsistencies:

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

a. Overlapping descriptions or hiatuses;

b. Excess or deficiency;

c. Conflicting boundary lines or monuments; or

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

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

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

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

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

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

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

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

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

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

(e) Real Property Improvements:

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

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

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

(3) Construction Layout Survey:

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

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

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

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

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

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

(4) Descriptions/Sketch to Accompany Description:

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

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

(5) Digital Data:

(a) When survey information is provided in digital form only, the surveyor shall provide a signed and sealed report as set forth in the minimum technical standards paragraph 61G17-6.003(3)(b)14.b., F.A.C.

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

(6) Ortho-Images/Photos:

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

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

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

(7) Quantity Survey:

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

(8) Raster Imagery:

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

(b) Feature accuracies shall be stated.

(9) Topographic Survey:

(a) Topographic surveying and mapping by field methods shall meet general provisions applicable to all surveys and maps as set out in the minimum technical standards, a minimum of two site benchmarks on or near the survey shall be indicated upon the survey map.

(b) Topographic Features.

1. Intended Features. The surveyor shall devise a method of reporting which topographic features were intended to be surveyed and mapped, the style of cartographic representation employed for each, and the degree of intended

completeness in the surveying and mapping of each feature. As with abbreviations, any symbols, line types, etc. shown on the survey map shall be explained and/or defined in a legend.

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

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

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

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

(c)Base Line Control.

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

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

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

D. <u>General Requirements</u>

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

1. **Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable Notice to Proceed.**
2. **Comply with any federal, state and local laws or ordinances applicable**

to the work.

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

4. Prepare necessary documents, if required for County, City, State and Federal agencies.

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

6. Submit for COUNTY review computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Notice to Proceed. Submit for COUNTY approval of the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.

7. Submit one original set of all survey field notes and any other data developed in the performance of requested surveying work. The field notes shall be presented in approved Engineer Field Books.

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

Confer with the COUNTY at any time during the further development and implementation of improvements for which the Surveyor has provided

professional services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The Surveyor shall not be compensated for the correction of errors and omissions on the part of the Surveyor.

E. 15.03 UNDERGROUND UTILITY SURVEYS CONSULTANT REQUIREMENTS

1. Provide all equipment, personnel, travel, and supplies necessary and/or required to perform the locating service.

2. Secure all necessary plans, plats, records and other available data as provided by utility agency/owners.

3. Acquisition of any permits that may be required for the execution of the work shall be the responsibility of the Consultant.

4. Comply with applicable underground utility damage prevention laws and regulations.

5. Coordinate with utility agency/owner and permit inspectors a minimum of 48 business hours prior to any excavation.

6. Neatly cut and remove existing paving.

7. Excavate test holes to expose the utility to be measured by air or water vacuum in such a manner to ensure the safety of the excavation and the integrity of the utility to be measured. Alternate means of locating the utility may be approved by the Project Manager under special circumstances.

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

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

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

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

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

(c) **Utility material composition.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Survey control will be provided to the Consultant unless otherwise specified in the work order, including benchmark elevations/stationing to be used for the required test holes.**
4. **Work requirements other than those specified in the General Contract and Special Provisions will be the responsibility of the Department.**

5. **The Project Manager shall have the authority to suspend the work, wholly or in part, for such times as may be deemed necessary due to conditions that are considered unfavorable for the continuation of the**

work. The work may also be suspended for such time as is necessary due to the failure on the part of the Consultant to comply with any or all provisions of the Contract. Such suspension shall be ordered in writing, giving in detail the reasons for the suspension.

G. UNDERGROUND UTILITY SURVEYS; CONSULTANT STAFFING

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

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

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

H. UNDERGROUND UTILITY SURVEYS; PRESERVATION OF PROPERTY

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

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

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

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

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

J. UNDERGROUND UTILITY SURVEYS; MISCELLANEOUS

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

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

SECTION III - SCHEDULE OF WORK AND TIME FOR COMPLETION

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

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

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

SECTION IV - FORCE MAJEURE

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

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

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

It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its

assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any nonperformance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

SECTION V - COMPENSATION

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

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

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

The fees for services rendered by individuals whose personnel categories are not listed above, shall be computed based on the direct salary cost (as reported to the Internal Revenue Service) for the time said personnel are engaged directly in the work, times a multiplier of 2.85 for office personnel, and 2.1 for field personnel, and the direct hourly salary times the multiplier are not to exceed $159.00 per hour.

F. Fees Based on Lump Sums

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

G. Overtime Work

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

H. Reimbursable Expenses

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

1. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work,

provided that such instruments remain the property of the County upon work completion; all of the above shall be reimbursed on a direct cost basis.

2. Expenses for field supplies such as payment for the rental of equipment and purchase of supplies required for field work (i.e., PK nails, cement, paint and stakes) or the hiring of labor necessary for performance of work requested by the COUNTY shall be made on a direct cost reimbursement basis. Prior written approval from the COUNTY shall be obtained for the aforementioned reimbursable expenditures.

SECTION VI – TOTAL COMPENSATON

Total compensation shall be based on awarded assignments to Consultants with no minimum or maximum guarantee.

SECTION VII - METHOD OF PAYMENT

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

SECTION VIII - SUBCONTRACTING

The Surveyor shall not subcontract, assign or transfer any work under this Agreement without the written consent of the Director. When applicable and upon receipt of such consent in writing, the Surveyor shall cause the names of the firms

responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

SECTION IX - EXTRA WORK

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

SECTION X - APPROVAL

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

SECTION XI - RIGHT OF DECISIONS

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

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

SECTION XII CORRECTIONS TO CONTRACT DOCUMENTS

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

The SURVEYOR must adhere to the approved work order, and all changes resulting from field or office errors and omissions will be catalogued by the Public Works and Waste Management Department and will be shared with the members of the selections committees for future contracts. In addition, the COUNTY may make claims for reimbursement from the SURVEYOR and its Insurance Company for the total cost incurred by the Department for such errors, omissions, and or ambiguities.

SECTION XIII - OWNERSHIP OF DOCUMENTS

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

SECTION XIV - REUSE OF DOCUMENTS

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

SECTION XV - NOTICES

Any notices, reports or other written communications from the Surveyor to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the Surveyor shall be considered delivered when posted by certified mail to the Surveyor at the last address left on file with the COUNTY or delivered in

person to said Surveyor or the Surveyor as authorized representative.

SECTION XVI - AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the Surveyor related to this Agreement at any time during the prosecution of the work included herein and for a period of one year after final payment is made. The Surveyor agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY.

SECTION XVII - OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

Pursuant to Ordinance 97-215, Miami-Dade County has established the Office of Inspector General which may perform random audits on any County contract throughout the duration of each contract. The cost of the audit for this contract shall be ¼ of 1% of the total contract amount which cost the (Contractor/Vendor/Consultant) agrees is included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Consultant. The audit shall be included in all change orders to this contract and all contract renewals and extensions. Accordingly, the audit cost will be deducted from progress payments to the Consultant pursuant to all change orders, contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized and empowered to review past, present and proposed programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing

projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector general is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

The provisions in this section shall apply to the Consultant, its officers, agents, employees, subcontractors and suppliers. The Consultant shall incorporate the

provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this contract.

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

SECTION XVIII - SUBCONTRACTING

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

SECTION XIX - WARRANTY

The Surveyor warrants that no companies or persons, other than bona fide employees working solely for the Surveyor or the Surveyor's COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award of making of this Agreement. The Surveyor also warrants that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity,

by the Surveyor or the Surveyor's COUNTY approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability.

SECTION XXI - TERMINATION OF AGREEMENT

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

SECTION XXII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three years after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost

of the services described herein, whichever occurs first, unless terminated by mutual consent of the parties hereto or as otherwise provided in Section XVII, Section XVIII, Section XX and Section XXV herein. However, performance of specifically and properly authorized services which extend beyond the Agreement's two-year effective term shall be compensated in accordance to Section V hereof.

Section XXIII - DEFAULT

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

SECTION XXIV – INDEMNIFICATION AND INSURANCE

Contractor 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 Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to Public Works and Waste Management and Waste Management Department, 111 NW 1ST Street, Suite 1620, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

AERIAL PHOTOGRAMMETRIC SERVICES

In addition to the insurance requirements A - D mentioned above, the following coverage must be provided:

E. Aircraft Liability including Passenger Liability in the name of the contractor or subcontractor, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami Dade County must be shown as an additional insured with respect to this coverage.

HYDROGRAPHIC SURVEYS

In addition to the insurance requirements A - D mentioned above, the following coverage must be provided:

F. Protection and Indemnity Insurance in the name of the contractor or subcontractor in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami Dade County must be an additional insured with respect to this coverage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by 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 and are members of the Florida Guaranty Fund.

NOTE: CERTIFICATE HOLDER MUST READ:

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

SECTION XXV - ORDINANCES

The Surveyor agrees to abide and be governed by Miami-Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended; Ordinance No. 77-13 (Financial Disclosures) as amended; Ordinance No. 91-142 (Family Leave), as amended by Ordinance No. 92-91; Ordinance No. 92-15 (Drug-Free Workplace); Ordinance No. 93-137 (Penalties and Debarment of Contractors Attempting to Meet Contractual Obligations with the COUNTY Through Fraud, Misrepresentation or Material Misstatement); and Ordinance No. 93-136 (Debarment, Exclusion From County Contracting, Subcontracting, and BBE Certification for individuals and Entities Who Aid or Abet Attempts to Comply with the Black Business Enterprise Program Through Fraud, Misrepresentation or Material Misstatement); Ordinance No. 90-133 (Ownership and Employee Wages and Benefits Disclosure); and Ordinance No. 90-143 (Fair Wage), which are incorporated herein by reference, as if fully set forth herein, in connection with the Surveyor □s

obligations hereunder.

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

A. A source of income statement

B. A current certified financial statement

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

SECTION XXVI - AFFIRMATIVE ACTION

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

SECTION XXVII - DISABILITY NONDISCRIMINATION

The Surveyor's attention is directed to County Resolution No. R-385-95. Pursuant to this resolution, the Surveyor is required to submit the Disability Nondiscrimination Affidavit attesting that the Surveyor complies with the

requirements of the Americans with Disabilities Act (ADA) of 1990 and other laws prohibiting discrimination on the basis of disability. The Director may declare the Surveyor in default of this Agreement should a post contract violation of any of the acts occur.

SECTION XXVIII - MINORITY FIRMS UTILIZATION QUARTERLY REPORTS

The Surveyor's attention is directed to County Resolutions No. 1643-93 and No. 113-94. Pursuant to the Resolutions, the Surveyor is required to file with the COUNTY's Department of Business and Economic Development, quarterly reports due on or before the fifteenth (15) day of the months of April, July, October, and January, reporting the amount of contract monies received from the COUNTY pursuant to this and all other COUNTY projects (Resolution No. 1643-93), and reporting the amount of contract monies received from private sector work (Resolution No. 113-94).

SECTION XXIX - PROMPT PAYMENT OF SMALL BUSINESS SUBCONSULTANTS

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

payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the County contract and debarment procedures of the County.

SECTION XXX - ENTIRETY OF AGREEMENT

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

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

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

IN WITNESS WHEREOF the parties hereto have executed these presents this ____

day of _____, 2013.

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

By: _____

ATTEST:

By: _____
(CORPORATE SEAL)

By: _____

Witness

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

By: _____
Carlos A. Gimenez
Mayor

By: _____

By: _____

Witness

Appendix "A" (1)

CONTRRACT E12-PWWM-01 Fee Schedule Category 15.01 (2013-2016 Fees)

	General Land and Engineering Surveying (Non Airport)		
1	**Survey Crew (Party of Four)**	$1,523.83	**per 8-hour day in job site**
2	**Survey Crew (Party of Three)**	$1,267.71	**per 8-hour day in job site**
3	**Survey Crew (Party of Two)**	$1,011.60	**per 8-hour day in job site**
4	**Draftsperson**	$85.73	**per hour**
5	**Surveyor -Computer**	$96.44	**per hour**
6	**Principal-Surveyor**	$159.00	**per hour**
	Global Positioning Surveying (GPS) (Non Airport)		
1	**Survey Crew (Party of Four)**	$1,864.60	**per 8-hour day in job site**
2	**Survey Crew (Party of Three)**	$1,608.49	**per 8-hour day in job site**
3	**Survey Crew (Party of Two)**	$1,467.04	**per 8-hour day in job site**

Appendix "A" (1)

CONTRRACT E12-PWWM-01 Fee Schedule Category 15.01 (2013-2016 Fees)

	General Land and Engineering Surveying (Airport)		
1	**Survey Crew (Party of Four)**	$1,752.08	**per 8-hour day in job site**
2	**Survey Crew (Party of Three)**	$1,457.87	**per 8-hour day in job site**
3	**Survey Crew (Party of Two)**	$1,163.34	**per 8-hour day in job site**
	Global Positioning Surveying (GPS) (Airport)		
1	**Survey Crew (Party of Four)**	$2,144.30	**per 8-hour day in job site**
2	**Survey Crew (Party of Three)**	$1,849.78	**per 8-hour day in job site**
3	**Survey Crew (Party of Two)**	$1,687.09	**per 8-hour day in job site**

For Survey Crews, a minimum of four hours shall be paid in cases of cancellation due to inclement weather or other reasons after the crew has reported to the site.

Appendix "A" (2)

% Increase
1.02

Contract E12-PWWM-01 Fee Schedule Category 15.02 (2013-2016)

Flying Hours from Take off to Landing (Hourly Rate)	$675.50

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

	Black and White/	Color/	Color (Infrared)/		
0 to 50 Exposures	$12.45	$22.25	$23.58 (Limited supply)		
51- 70 Exposures	$11.97	$20.99	$22.64 (Limited supply)		
71- 100 Exposures	$11.28	$19.40	$20.64 (Limited supply)		
101 to 125 Exposures	$10.60	$17.81	$18.67 (Limited supply)		
126 to 150 Exposures	$9.88	$16.27	$17.74 (Limited supply)		
151 to 200 Exposures	$9.41	$15.10	$23.58 (Limited supply)		
201 up to full roll(250' roll)	$9.18	N/A	$23.58 (Limited supply)		

Additional paper contact prints, as required:

	Black and White	Color	Color Infrared
Contact Prints 1 (One)	$16.20	$22.52	$23.08 (Limited supply)
Contact Prints 2 (Two) or more	$7.13	$10.97	$10.36 (Limited supply)

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

Index Print and Negative (Per Index)	$394.05

Additional Prints of Index (Per Index)	$126.09
Black and White Diapositive (Each)	$14.63
Color Diapositive (Each)	$22.52

Schedule of Unit Price Fees for Aerial Photographic Imagery:		
Film Positive Enlargement without Border (24"x24") each		$275.83
Film Positive Enlargement without Border (24"x36") each		$298.35
Film Positive Enlargement without Border (36"x36") each		$309.61
Photo Enlargement, FDOT Standard Plan-Profile, Full Plan-Profile Full plan, R/W, drainage, Key Sheet Format/ each		$349.01
Photo Enlargement in Dual Strip, FDOT sheet format/ each		$461.59
Duplicate Enlargement (made at time original was processed)/ each		$185.76
		$0.00
Photo Enlargement on Paper without Border (24"x24")/ each		$243.85
Photo Enlargement on Paper without Border (24"x36")/ each		$242.05
Photo Enlargement on Paper without Border (36"x36")/ each		$248.81
	Unmounted	Mounted
Color Photo Enlargement on (20 x24")/ each	$337.75	$461.59
Color Photo Enlargement on On Paper (24"x24")/ each	$444.71	$619.21
Color Photo Enlargement on (36"x36") /each	$641.72	$889.41
Color Photo Enlargement on (36"x 48")/ each	$788.08	$1,125.84
Color Photo Enlargement on (36"x60")/ each	$821.86	$1,148.35

Color Photo Enlargement on Paper (36"x96")/ each	$1,609.95	$2,296.71

Schedule of Unit Price Fees for Photogrammetric Services:

Digitizing Planimetric Details (CADD Topo Files)

Dense Urban Topo Features:

50 feet right and left of Centerline (100' width)/ per mile	$1,871.23
100 feet right and left of Centerline (200' width)/ per mile	$2,891.14
150 feet right and left of Centerline (300' width)/ per mile	$3,741.15
200 feet right and left of Centerline (400' width)/ per mile	$4,114.93
250 feet right and left of Centerline (500' width)/ per mile	$4,930.03
300 feet right and left of Centerline (600' width)/ per mile	$5,987.13
Area Digitized Planimetric Details/ per Acre	$92.31

Moderate Urban Topo Features:

50 feet right and left of Centerline (100' width)/ per mile	$1,513.12
100 feet right and left of Centerline (200' width)/ per mile	$2,168.81
150 feet right and left of Centerline (300' width)/ per mile	$3,051.02
200 feet right and left of Centerline (400' width)/ per mile	$3,315.59

250 feet right and left of Centerline (500' width)/ per mile	$4,080.03
300 feet right and left of Centerline (600' width)/ per mile	$4,717.25
Area Digitized Planimetric Details/ per Acre	$74.31
Suburban Topo Features	
50 feet right and left of Centerline (100' width)/ per mile	$1,102.19
100 feet right and left of Centerline (200' width)/ per mile	$1,758.56
150 feet right and left of Centerline (300' width)/ per mile	$2,494.85
200 feet right and left of Centerline (400' width)/ per mile	$2,832.60
250 feet right and left of Centerline (500' width)/ per mile	$3,443.93
300 feet right and left of Centerline (600' width)/ per mile	$3,825.59
Area Digitized Planimetric Details/ per Acre	$61.92
Rural Topo Features:	
50 feet right and left of Centerline (100' width)/ per mile	$918.68
100 feet right and left of Centerline (200' width)/ per mile	$1,588.55
150 feet right and left of Centerline (300' width)/ per mile	$2,327.22
200 feet right and left of Centerline (400' width)/ per mile	$2,678.36
250 feet right and left of Centerline (500' width)/ per mile	$3,249.16
300 feet right and left of Centerline (600' width)/ per mile	$3,571.15

Area Digitized Planimetric Details/ per Acre	$50.66

Read and Compile/Cross Section Terrain Data

Per mile of Cross Sections Urban Topographic Area (Cross Section)	50 Ft Interval
50 feet right and left of Centerline (100' width)/ Per mile 14 each	$1,846.37
100 feet right and left of Centerline (200' width)/ Per mi le 16 each	$2,105.31
150 feet right and left of Centerline (300' width)/ Per mile 20 each	$2,623.20
200 feet right and left of Centerline (400' width)/ Per mile 22 each	$2,882.13
250 feet right and left of Centerline (500' width)/ Per mile 24 each	$3,146.65
300 feet right and left of Centerline (600' width)/ Per mile 28 each	$3,681.48

Per mile of Cross Sections50 Ft Interval100 Ft Interval Rural Topographic Area (Cross Section)	
50 feet right and left of Centerline (100' width)/ Per mile14 h	$1,322.86
100 feet right and left of Centerline (200' width)/ Per mile 16 h	$1,840.74
150 feet right and left of Centerline (300' width)/ Per mile 20 h	$2,105.31
200 feet right and left of Centerline (400' width)/ Per mile 22	$2,364.25
250 feet right and left of Centerline (500' width)/ Per mile 24 h	$3,146.65
300 feet right and left of Centerline (600' width)/ Per mile.28 each.	$3,096.05

Unit price for special half section shall be 59% of the applicable full width special cross section each

Aerial Photography Scanning

Aerial photography scanning, computer rectification and geocoding. Image area up to 24"x36". Rectified and referenced aerial image (TIFF) file. / Per Image	$382.79
Merging Vector (DGN files) with rectified digital aerial imagery. Output: single raster (TIFF) file/ Per File	$303.97

Mosaic digital aerial images into one continuous (TIFF) file. Per Sheet	$116.73
Raster (image) plot file/ per file	$92.31
Compact Disc 650 MB cartridge/ per cd	
	COLOR
Aerial photography scanning, computer rectification and geocoding. Image area up to 24"x36". Rectified and referenced aerial image (TIFF) file. / Per Image	$459.34
Merging Vector (DGN files) with rectified digital aerial imagery. Output: single raster (TIFF) file/ Per File	$364.77
Mosaic digital aerial images into one continuous (TIFF) file. Per Sheet	$201.63
Raster (image) plot file/ per file	$110.33
Compact Disc 650 MB cartridge/ per cd	$78.81
Miscellaneous Items:	
Aerial analytical triangulation/ Per Exposure	$95.70
Intermediate delivery of digital Planimetric mapping in final Intergraph IGDS format: includes data translation, formatting to 9 track magnetic tape and shipping charges to customer office / Per delivery	$146.36
CAD services to add field gathered data such as building type, curb type, etc. to the photogrammetric digital files. / Per hour	$87.81

Exhibit "A" (3)

Contract E12-PWWM-01 Category 15.03 Underground Services (2013-2016 Fees)

USL	Designating Services		GPR		Vac Truck (Test Holes) **		
1 man crew	2 men crew	3 men crew	2 men crew	3 men crew	2 men crew	3 men crew	
$117.06	$202.63	$250.85	$234.13	$284.30	$292.17	$343.35	

Appendix "A" (4)

Contract E12-PWWM-01 Fee Schedule Category 15.04 (2013-2016 Fees)

Hydrographic Surveys

1.	Sounding Equipment	$700.00	Daily
2.	Survey Boat 16 feet or less	$525.00	Daily
	Survey Boat 17 feet and up(Open Water V hull)	$1,200.00	Daily
3.	Heave Compensator	$120.00	Daily
4.	Navigation System (HYPACK or equivalent)	$225.00	Daily
5.	Sounding Velocity Meter	$145.00	Daily
6.	Boat Operator	$140.00	Hourly

Rates for Survey Equipment operators are based on rates for Survey Crews as negotiated for Category 15.01 for Survey Crews of 2, 3, or 4 members as needed to operate all necessary equipment. Size of crew to be negotiated by project manage and consultant to fit the specific needs of each project.

MIAMI-DADE COUNTY, FLORIDA
NOTICE TO PROFESSIONAL CONSULTANTS (NTPC)
PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT
GENERAL LAND AND ENGINEERING SURVEYING SERVICES
ISD PROJECT NO. E12-PWWM-01

The County Mayor, Miami-Dade County (County), pursuant to Section 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the County Code, Implementing Order 3-34, and Administrative Order (A.O.) 3-39, announces that professional engineering services will be required for the provision of general land and engineering surveying services, on an as needed basis, for the Department of Public Works and Waste Management (PWWM).

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ATTACHMENTS:
Miami-Dade County Letter of Qualifications (LOQ)
ISD Form No. 5
Exhibit "A" Draft Professional Services Agreement (PSA)
Exhibit "B" DOCUMENT 00400, Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES

1.1 DEFINITIONS

The following definitions, as well as additional terms necessary for understanding the provisions of this solicitation, are defined in A.O. 3-39. Subject legislation may be obtained via the internet at www.miamidade.gov, or from the Clerk of the Board (COB); refer to Division 2.2 for COB location.

a) A/E - Architectural and engineering.

b) COB – Clerk of the Board.

c) CSC - Competitive Selection Committee. As defined in Section 2-10.4 (5) of the Code, the committee appointed by the County Mayor or County Mayor's designee to evaluate qualifications and performance of the firms requesting consideration for the specific project, and select the most qualified firm (s) to perform the services.

d) Consultant - Respondent that receives an award of a contract, from the County, as a result of this solicitation. Consultant is also synonymous with the term "sole respondent consultant".

e) Contract - Synonymous with the term "agreement." An agreement refers to the Professional Services Agreement (PSA).

f) E&Q - Experience and Qualifications. An aptitude and knowledge/familiarity factor which shall be considered by the appointed CSC during the evaluation process.

g) Internal Services Department - Newly created County department which encompasses the consolidation of the following: Americans with Disability Act Coordination, Capital Improvements, General Services Administration, Human Resources, and Procurement Management.

h) LOQ – Letter of Qualifications. A two page document identified in this Notice to Professional Consultants (NTPC), which will be utilized by Miami-Dade County to obtain information from A/E firms about their qualifications. Subject LOQ is required to be submitted on or before the deadline for receipt of proposals.

i) Non-Responsive – Term utilized to identify a proposer, who in the County's sole discretion, has not complied with all the material requirements outlined in the solicitation, as applicable. Those proposers who are found non-responsive may not be considered for contract award.

j) NTPC - Notice to Professional Consultants. A document soliciting professional A/E services. Subject document contains scope description, technical certification requirements, applicable contract measures, data sheets (forms to be completed and submitted as part of the proposal), and submission dates.

k) Preference – Term utilized to identify positive evaluation consideration granted, by the

appointed CSC, to consultants demonstrating favored experience, as denoted in Section 1.2, Scope of Services.

l) Pre-Qualification Certification - An annual certification process required of all firms providing A/E, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements. Pre-qualification certification is the consolidation of various certification processes and includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration and execution of basic Miami-Dade County affidavits, as applicable. The pre-qualification certification program is administered by the ISD. Pre-Qualification approval is granted to firms who have received approval from ISD on all the required certification processes outlined above.

m) Project - Shall mean that fixed capital outlay study or planning activity as defined in Section 2-10.4(1) (e) (1) and (2), of the Code.

n) Proposer – The person, firm, entity or organization submitting a response to this solicitation. Term is synonymous with the words "submitter" and/or "respondent."

o) PSA – Professional Services Agreement. Synonymous with the term "contract."

p) Responsive – Term utilized to identify a proposer who, in the County's sole discretion, has complied with all the material requirements outlined in the solicitation, as applicable.

1.2 SCOPE OF SERVICES

Miami-Dade County has the need to establish Professional Services Agreements (PSAs) to provide general land and engineering surveying services necessary for design and construction projects funded by the People's Transportation Plan (PTP), the General Obligation Bond (GOB) Program, as well as other funding sources. The agreements will also be accessed by other County departments, including but not limited to the following: Aviation, Water and Sewer, Internal Services, Regulatory and Economic Resources, Public Housing and Community Development, Parks, Recreation and Open Spaces and the Seaport. These departments will utilize the subject land and engineering surveying services during the three year effective term of each agreement. The work will be assigned on a rotational basis for each of the four technical certification categories available within the agreement. The number of agreements awarded will be determined by the number of qualified proposers who submit a proposal.

The cost of services will be charged to the particular project requiring these services. The department requesting the services for a specific project will provide the funding source prior to issuance of the Work Order; Work Orders will not be issued under this contract unless the specific user department identifies appropriate budgeted funds. The cost of the services will be charged to those particular projects which require land surveying services. PTP work authorizations provided under these contracts are subject to Board of County Commission and Citizen's Independent Transportation Trust approval.

1.3 TEAMING RESTRICTIONS

Firms must submit as a sole respondent when responding to this solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

1. Consultants must submit a single proposal as a sole respondent. All affected proposals, wherein the respondent is in violation of this condition, may not be considered. Respondents may request to be considered for one or more of the technical certification categories noted in Section 1.6, Technical Certification Requirements. Sole respondent firms need to be pre-qualified and technically certified in one or more of the technical certification categories noted in the aforementioned Section.

1.4 PRE-QUALIFICATION REQUIREMENTS

In accordance with Chapter 2, Section 2-10.4 and Administrative Order 3-39 of Miami-Dade County, all firms and/or individual consultants properly licensed to provide A/E, landscape architectural, land surveying and mapping services, regardless of their individual assignments in connection with this project, and responding to this solicitation must have filed a pre-qualification package with and have an approved pre-qualification status from ISD by the response deadline of this solicitation. Firms and/or individual consultants are required to have and maintain an approved pre-qualification certification status at the time of submittal to this NTPC, throughout the selection process, at time of award, and throughout the duration of the contract term without any lapses. Interested A/E firms must secure the required pre-qualification certification, which includes, but may not be limited to technical certification, affirmative action plan verification vendor registration and execution of basic Miami-Dade County affidavits, as applicable, prior to the submittal date. Sole respondent's failure to be pre-qualified, at the time of proposal submittal, may render the proposal non-compliant.

PLEASE VERIFY EACH TEAM MEMBER PROVIDING A/E SERVICES HAS AN APPROVED PRE-QUALIFICATION CERTIFICATION PRIOR TO THE RESPONSE DEADLINE.

1.5 WORK HISTORY DISCLOSURE

Work History Disclosure (WHD) and supplement forms are not required to be submitted with the proposal. Any firm proposing on this solicitation that has not previously submitted a WHD is required to submit subject form(s), prior to the submittal date, to the Regulatory and Economic Resources (RER) Department, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128, Attention: Ms. Traci Adams-Parish. New firms requesting pre-qualification certification with Miami-Dade County to provide A/E, landscape architectural, land surveying and, mapping services are required to submit WHD forms to RER. For additional information, please contact Ms. Traci Adams-Parish, RER, at (305) 375-4785.

1.6 A/E TECHNICAL CERTIFICATION REQUIREMENTS

Sole respondent firms need to be certified in one or more of the following technical certification categories:

15.01, Surveying and Mapping – Land Surveying

15.02, Surveying and Mapping – Aerial Photogrammetry

15.03, Underground Utility Location

15.04, Hydrographic Surveys

To satisfy the technical certification requirements for the requested services, valid technical certification in one or more of the above-specified area(s) of work must be held by a respondent. Joint ventures shall not be allowed. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, then said individual is required to have the relevant certification(s). Individuals who are not technically certified will not be allowed to perform work for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

For non-project specific questions regarding Miami-Dade County's A/E Technical Certification and Certification Committee meeting dates, please contact Nubia Jarquin, ISD, at (305) 375-5637. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the web at http://www.miamidade.gov/procurement/library/pre-qualification-certification-schedule.pdf.

Sole respondent's failure to be technically certified at the time of proposal submittal, as applicable, may cause the proposal to be deemed non-compliant.

1.7 CONTRACT MEASURE(S)

NOT APPLICABLE.

1.8 SCHEDULE

The anticipated schedule for this solicitation is as follows:

NTPC Available for Distribution:	October 26 2012
Pre-Submittal Project Briefing: Location:	November 8, 2012 at 2:00 P.M. Stephen P. Clark Center 111 N.W. 1st Street 18th Floor - Conference Room 18-4 Miami, Florida 33128
Deadline for Receipt of Questions:	November 12, 2012, at 5:00 P.M. (Local Time)
Deadline for Receipt of Proposals:	November 19, 2012 at 3:30 P.M. (Local Time)
Location:	Miami-Dade County, Clerk of the Board Stephen P. Clark Center 111 NW 1st Street, 17th Floor, Suite 17-202 Miami, Florida, 33128

Anticipated First Tier & Second Tier Meetings:	Not Applicable
Anticipated Negotiation Meetings:	December 2012
A/E Consultant Selection Coordinator:	Amelia M. Cordova-Jimenez
Address:	Stephen P. Clark Center 111 N.W. 1st Street, Suite 1300 Miami, FL 33128
Telephone:	(305) 375-2036
Facsimile:	(305) 375-4407
E-Mail:	ameliac@miamidade.gov

All project specific questions and/or requests for public documents shall be addressed, in writing, to the A/E Consultant Selection Coordinator, referenced above, with a copy to the COB.

While attendance is not mandatory, interested parties are encouraged to attend the Pre-Submittal Project Briefing. This meeting provides interested parties a more detailed scope of the requested services, response requirements, and provides any necessary clarifications prior to the response deadline. Proposers are encouraged to submit any questions in writing, to the A/E Consultant Selection Coordinator no less than three working days in advance of the Pre-Submittal Project Briefing date.

1.9 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and addressed to the A/E Consultant Selection Coordinator denoted in this NTPC. Subject requests must be submitted no later than the deadline for receipt of questions specified in Section 1.8, Schedule. The request must contain the ISD project number, title, proposer's name, name of proposer's contact person, address, phone number, facsimile number, and e-mail address. Electronic facsimile or e-mail requesting additional information will be received by the A/E Consultant Selection Coordinator at the fax number or e-mail address specified in **Section 1.8** above.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in the form of written addenda; subject addenda will be issued prior to the deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanations other than those made in this NTPC or in any written addenda to this NTPC. Where there appears to be conflict between the NTPC and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to assure receipt of all addenda. Proposers are required to acknowledge the number of addenda received, in the LOQ, as part of their proposal.

Proposers who obtain copies of this NTPC from sources other than the County's website risk the potential of not receiving addenda. Such proposers are solely responsible for those risks. Only proposers, who are included in the County's Vendors List, for this particular NTPC, will receive pertinent addenda.

1.10 NTPC AVAILABILITY

A solicitation notification will be forwarded electronically to all consultants who are pre-qualified with Miami-Dade County and who have denoted an e-mail address, and commodity code 99-999 (PRE-QUALIFIED ARCHITECTS AND ENGINEERS) on their vendor registration form. It will also be e-mailed to those that have vendor enrolled. The NTPC and accompanying documents may be obtained online at http://www.miamidade.gov. Once directed to the aforementioned site click on "Procurement Solicitations" for additional information on how to do business with Miami-Dade County. Copies of the NTPC, forms, and accompanying participation provisions, as applicable, may also be obtained from ISD at the Stephen P. Clark Center, 111 NW 1st Street, 13th Floor, Suite 1300, Miami, Florida 33128. The phone and fax numbers for the unit are (305) 375-2307 and (305) 375-4407, respectively.

1.11 APPLICABLE LEGISLATION

The selected consultant will be required to abide by all applicable federal, state, and local laws, as amended. The following are among the applicable laws:

Federal Requirement(s)

- Fly America Requirements
- Buy America Requirements
- Cargo Preference Requirements
- Seismic Safety Requirements
- Energy Conservation Requirements
- Clean Water Requirements
- Pre-Award and Post Delivery Audit Requirements
- Lobbying
- Access to Records and Reports
- Federal Changes
- Clean Air
- No Government Obligation to Third Parties
- Program Fraud and False or Fraudulent Statements and Related Acts
- Termination
- Government-wide Debarment and Suspension (Non-procurement)
- Privacy Act
- Civil Rights Requirements
- Breaches and Dispute Resolution
- Section 3 of the HUD Act of 1968
- Disadvantaged Business Enterprises (DBE)
- State and Local Law Disclaimer
- Incorporation of Federal Transit Administration (FTA) Terms

Florida Statute(s)

- Section 119.07: Inspection and Copying of Records; Photographing Public Records; Fees; Exemptions.
- Section 287.055: Consultants Competitive Negotiation Act

- Section 287.133: Public Entity Crimes

Miami-Dade County Code

- Section 2-1076: Office of the Inspector General
- Section 2-8.5: Local Preference
- Section 2-8.5.1: Local Certified Service-Disabled Veteran Business Enterprise
- Section 2-8.8: Fair Subcontracting Practices
- Section 2-10.4: Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services.
- ~~Section 2-11.1: Conflict of Interest and Code of Ethics~~
- Section 10-34: Listing of Subcontractors Required

Ordinance(s)

- 03-27: Cone of Silence
- 03-107: Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics
- 07-65: Sustainable Building Program
- 09-68: Local Certified Service Disabled Veterans Preference
- 82-37: A/E Affirmative Action Plan
- 98-30: County Contractors- Employment/Procurement Practices
- 11-24: Community Business Enterprise
- 11-90: Ordinance Relating to the Collection of Data for a Disparity Study

Implementing Order(s)

- 3-34: Formation and Performance of Selection Committees
- 3-32: Community Business Enterprise

Administrative Order(s)

- 3-20: Independent Private Sector Inspector General Services
- 3-26: Ordinance Amending Section 2-10.4 Requiring Certain Agreements for Professional Architectural and Engineering Services to Include Value Analysis as a Part of the Base Scope of Services.
- 3-39: Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 10-10: Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)

Resolution(s)

- R-1040-93: Affirmative Action Plan Furtherance and Compliance
- R-385-95: Policy Prohibiting Contracts with Firms Violating the American with Disabilities Act (ADA) and Other Laws Prohibiting Discrimination on the Basis of Disability ADA Requirements, are a Condition of Award, as Amended by Resolution R-182-00
- R-894-05: Independent Private Sector Inspector General Services
- R-744-00: Requiring the Continued Engagement of Critical Personnel in Contracts for Professional Services for the Duration of the Project

- R-185-00: Domestic Violence Leave Requirements are a condition of Award
- R-273-05: Public Involvement Planning
- R-390-10: Resolution Rescinding Administrative Order 3-34, Formation and Performance of Selection Committees, and Approving Implementing Order 3-34 to Provide Direction to The County Mayor or His Designee Regarding the Formation and Performance of Selection Committees.

Copies of the aforementioned legislation may be obtained at the COB. Refer to Section 1.8, Schedule, for detailed COB location information).

1.12 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon advertisement of each Request for Proposal (RFP) or Request for Qualifications (RFQ), and terminates at the time a written recommendation is issued to the County Manager (Manager) or Board of County Commissioners (BCC), as applicable. The Cone of Silence is hereby defined to mean a prohibition on the following, among possible others:

(i) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the County's professional staff including, but not limited to, the Manager and his or her staff;

(ii) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff including, but not limited to, the Manager and his or her staff;

(iii) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore;

(iv) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the selection committee therefore;

(v) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners and their respective staffs; and

(vi) Any communication regarding a particular RFP, RFQ, or bid between any member of the County's professional staff and any member of the selection committee therefore.

The Manager and the Chairperson of the selection committee may communicate about a particular selection recommendation, but only after the committee has submitted an award recommendation to the Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change as well as the reasons for such change shall be described in writing and filed by the Manager with the COB and be included in any recommendation submitted by the Manager to the BCC. Notwithstanding the foregoing, the Cone of Silence shall not apply to:

(i) Competitive processes for the award of Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME), State Housing Initiatives Partnership (SHIP) and Surtax Funds administered by the Miami-Dade County, Office of Community

and Economic Development and the community-based organization (CBO) competitive grant processes administered by the Park and Recreation, Library, Water and Sewer, and Solid Waste Departments, Cultural Affairs and Tourist Development Councils and the Department of Environmental Resources Management;

(ii) Communications with the County Attorney and his or her staff;

(iii) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees of the Management and Technical Assistance Unit of SBD regarding small business and/or minority business programs, the CBE and Equitable Distribution Programs (EDP);

(iv) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees responsible for administering disadvantaged business enterprise programs in County departments receiving federal funds, provided the communications are limited strictly to matters of programmatic process or procedure;

(v) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Manager makes his or her written recommendation;

(vi) Any emergency procurement of goods or services pursuant to Administrative Order 3-2;

(vii) Communications regarding a particular RFP, RFQ or bid between any person and the Vendor Information Center staff, the procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

(viii) Communications between a potential vendor, service provider or bidder and employees the DPM or other department identified in the solicitation document as the issuing department; and

(ix) Consultations by employees of the DPM with professional procurement colleagues in determining an appropriate approach or option involving a solicitation in progress.

Exceptions

(i) The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the BCC during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the BCC unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the COB and the COB shall make copies available to any person upon request.

(ii) The provisions of this ordinance shall also not apply to oral communications at briefings held by county commissioners and the County Mayor or his designee, after the selection committee or other evaluating group makes its recommendation to the Manager, provided that the briefings are not intended to influence the outcome of the selection committee or other evaluating group's recommendation to the Manager; provided, however, that this exception shall not apply to outside groups such as lobbyists or representatives of the responding or bidding companies or entities.

Penalties

In addition to the penalties provided in Subsections (s) and (v) hereof, violation of this Subsection (t) by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Miami-Dade County CSC. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Miami-Dade County employee shall subject said employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission.

Within 30 days of a recommendation from a selection committee, the County Mayor or his designee shall either appoint a negotiation committee or take other affirmative action with respect to the solicitation, including but not limited to rejection of proposals or recommendation for award. In the event that negotiations have not commenced within 30 days, or if such other affirmative action has not been taken within 30 days, the County Mayor or his designee shall report such event, and the reasons therefore, to the BCC. Additionally, the County Mayor or his designee shall present the COB with a recommendation for award, or a recommendation to reject proposals, within 90 days from the date a selection committee makes a recommendation. In the event that the County Mayor or his designee has not provided such recommendation to the COB within 90 days, the County Mayor or his designee shall provide a report on the status of the solicitation to the BCC, including the reasons for any delay.

Written communications may be in the form of an e-mail, with a copy to the COB at clerkbcc@miamidade.gov.

This language denoted above is only a summary of the key provisions of the Cone of Silence. Please review Section 2-11.1(t) of the Miami-Dade County for a complete and thorough description of the Cone of Silence.

1.13 LOCAL PREFERENCE- NOT APPLICABLE

The evaluation and ranking of proposals is subject to Sections 2-8.5 and 2-10.4 of the Miami-Dade County Code, which, except where Federal and State law mandates to the contrary, provides that a preference be given to local businesses. A local business, for the purposes of this section, shall be defined as a proposer which meets the following stipulations:

1. A business that has a valid Miami-Dade County occupational license issued at least one year prior to bid or proposal submission, and which is appropriate for the goods, services or construction to be purchased;
2. A business that has a physical Miami-Dade County business address, from which the vendor operates or performs business (Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address); and
3. A business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. To satisfy this requirement, the proposer shall affirm in writing its compliance with either of the following objective criterion as of the proposal submission date stated in the solicitation:

(a) Retention or expansion of employment opportunities in Miami-Dade County; or
(b) Vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County; or
(c) Some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

Local preferences shall be applied to A/E professional services solicitations as follows:

If two firms, one local and one non-local, are within five percent of each other's total qualitative scores, then the local firm will proceed to negotiations with the County. In the case of a two tier evaluation process, local preference shall also apply at the conclusion of the First Tier to allow eligible local proposers within five percent of the top ranked firms to advance to Second Tier evaluation. Local preference is only applicable to the sole respondent. As a result, the sole respondent on the team shall complete, sign and submit ISD Form No. 1 "Local Business Preference Affidavit." Currently, the County does not extend local preference reciprocity to any other counties.

1.14 CONFIDENTIAL INFORMATION

The proposer shall not submit any information in response to this solicitation which he or she considers to be a trade secret or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. If a proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, then the County shall endeavor to redact and return subject information to the proposer as quickly as possible, if appropriate. The County will then evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.15 CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY

Questions regarding conflicts of interest shall be submitted by the sole respondent, prior to the submittal date, and addressed to Joseph Centorino, Executive Director, Miami-Dade County Commission on Ethics and Public Trust, (Ethics Commission), 19 West Flagler Street, Suite 820, Miami, Fl 33130, with an electronic copy to Amelia M. Cordova-Jimenez, A&E Consultant Selection Coordinator, ISD, at ameliac@miamidade.gov. The Ethics Commission shall evaluate the request in order to determine if any possible conflicts of interest exist. Determinations by the Ethics Commission shall be rendered prior to the negotiation authorization recommendation being issued to the County Mayor or County Mayor's designee, and shall be deemed final. Any sole respondent found to have a conflict will render the sole respondent's submittal non-responsive.

1.16 DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)

Proposers are invited to carefully review the draft PSA that is included in this NTPC. Please forward any comments and/or questions, in writing and prior to the conclusion of this selection process, to the A/E Consultant Selection Coordinator denoted in the NTPC. This draft PSA, together with the proposers' comments and/or questions, if any, will be discussed during the negotiation meeting(s) with the selected sole respondent.

1.17 SUSTAINABLE BUILDING PROGRAM, IF APPLICABLE

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

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

1.18 VENDOR REGISTRATION

A Miami-Dade County Vendor Registration Package (VRP) must be completed in order to be recommended for contract award. Effective July 1, 2008, a new VRP, inclusive of the Uniform Affidavit Packet (Affidavit Form), must be completed by vendors and returned to ISD's, Vendor Assistance Unit, within 14 days of notification of the intent to recommend for contract award. In the event the VRP is not properly completed and returned within the specified time the County may, in its sole discretion, award to the next lowest responsive, responsible proposer. The proposer is responsible for downloading the VRP and applicable affidavits, from the DPM website at www.miamidade.gov. In addition, copies of the VRP and applicable affidavits may be obtained from ISD's, Vendor Assistance Unit, located at the Stephen P. Clark Center, 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

1.19 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime is prohibited from the following:

- Submitting a proposal for a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting a proposal on leases of real property to a public entity;
- Being awarded or performing work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity;
- Transacting business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($10,000), for a period of 36 months from the date of being placed on the Convicted Vendor List.

1.20 LOBBYIST CONTINGENCY FEES

In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation that is dependent on, or in any way contingent upon, the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the BCC; 2) any action, decision or recommendation of the Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation that foreseeably will be heard or reviewed by the BCC or a County board or committee.

1.21 LOCAL CERTIFIED SERVICE DISABLED VETERANS PREFERENCE – NOT APPLICABLE

In accordance with Section 2-8.5.1 of the Code of Miami-Dade County, this solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises (VBE). A VBE is entitled to receive an additional five percent of the total qualitative points at First and Second Tier, as applicable.

1.22 ENERGY EFFICIENT BUILDING TAX CREDIT, IF APPLICABLE

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

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

1) The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").
2) If County and the Internal Revenue Service (IRS) determine that the Consultant is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to County (the determination of rebate versus discount to be determined by County in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.
3) County reserves the right to retain a third party consultant (the "Third Party Consultant") –to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the Third Party Consultant as the

"Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.

4) The County agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of County.

1.23 SCRUTINIZED COMPANIES

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer 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. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1.24 SUBCONTRACTORS - RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES

Pursuant to Ordinance No. 11-90, for all contracts which involve the expenditure of one hundred thousand dollars ($100,000) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful proposer demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful proposer shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

DIVISION 2.0 PROPOSAL REQUIREMENTS

2.1 FORMAT AND CONTENTS

Proposers should carefully follow the format and instructions outlined herein. Letter of Qualifications (LOQs) must be submitted in paper format only. One original paper LOQ including the signature of the firm's authorized representative is required. Please refer to Section 2.2, Submittal Requirements, for the amount of copies to be submitted.

Every sole respondent must be responsive to all applicable items contained in this NTPC. Proposers shall not modify any of the forms provided, and must submit the completed forms listed below in their proposal. Failure to provide all of the requested information may deem a respondent's proposal non-responsive.

Each proposal (original and copies) shall consist of the following documents in the order noted below and must be bound.

1. Letter of Qualifications

   A LOQ sample and instructional sheet is provided with the LOQ form. This document together with all other ISD applicable forms are available on Miami-Dade County's webpage at the following link: http://www.miamidade.gov/internalservices/architectural-engineering-forms.asp

   Proposers are advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), after the response deadline specified herein, will only be allowed at the discretion of Miami-Dade County. Under no circumstance shall a change be allowed that results in a proposer gaining a competitive advantage over other proposers.

   The execution of the LOQ constitutes the unequivocal offer of the proposer to be bound by the terms of its proposal. Failure of a respondent to properly execute the LOQ may render the proposal non-responsive. The County, may however, at its sole discretion, accept any proposal that includes an executed document which unequivocally binds the proposer to the terms of its offer.

2. Resumes

   Two (2) page resume for all team members.

   Resumes must be submitted for all team members participating on the project. Subject document must be paginated and include personnel's name at the top of each page.

   Additional personnel which do not adequately fit in the space provided in the LOQ

may be added on an additional sheet to be appended to the LOQ.

3. ISD Form No. 5 - Lobbyist Registration Affidavit

ISD Form No. 5 shall be submitted by the sole respondent, and shall list all members of the presentation team who will be participating in Second Tier (oral presentations). An amended ISD Form No. 5 must be submitted to the COB prior to Second Tier (oral presentations), if additional individuals will be speaking at subject meeting. The amended form should be titled as "Amended" and should denote those members that have been substituted and/or added with an asterisk. Be sure to submit the amended form to both ISD's Capital Improvements Division and the COB within the above stated timeframe. Applicable fees may apply.

Pursuant to Miami-Dade County's Ethics Commission Rules and Procedures, Section I, Subsection 9.7, Selection Committee Registration Requirements, please be advised of the following:

a. Any person who appears as a representative for an individual or firm, for an oral presentation before a County certification, evaluation, selection, technical review or similar committee, shall list on an affidavit provided by the County all individuals who may make presentations. The affidavit shall be filed with the COB at the time of response submittal.

b. The individual or firm must submit a revised affidavit for any additional team members with the COB, by the time of the scheduled oral presentation. Any person not listed on the revised affidavit or who is not a registered lobbyist will not be permitted to participate in the oral presentation.

All additional team members, who are lobbyists, as defined herein, must file a principal authorization form (for the individual or entity) with the COB, prior to the oral presentation.

4. DOCUMENT 00400 – Section 3 Economic Opportunity and Affirmative Marketing Plan. All proposers are required to execute and submit Document 00400 with their proposal. An executed Plan document is the proposer's certification that he or she will undertake affirmative marketing efforts to comply with Plan requirements, including recruitment/selection of any S3 new hires or trainees. (Exhibit B)

Failure to provide the information required by Miami-Dade County may result in the negative evaluation of the team, or disqualification of the team, at Miami-Dade County's sole discretion.

Pursuant to an Ethics and Public Trust Commission opinion, dated March 15, 2005, respondents requesting professional references from Miami-Dade County employees must submit said request in writing, to the attention of subject County employee with a copy to the COB. The COB may be reached via e-mail at clerkbcc@miamidade.gov, or via facsimile at (305) 375-2484.

Pursuant to Section 2-11.1(p) of the Miami-Dade County Code, County employees may not provide personal letters of recommendation.

The County Mayor or County Mayor's designee may impose the loss of eligibility to participate in County contracts, for a specified period of time not to exceed five years, upon an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses for violations of, or non-compliance with A.O. 3-39. Subject violations and/or non-compliance may include the falsification of information provided in a proposal and/or consultant selection documents.

Please note that the following forms are not required to be included with your proposal. The selected Proposer must submit the following after award, as applicable:

ISD Form No. 7 – Subcontractor/Supplier Listing (Ordinance 97-104)
ISD Form No. 9 – Fair Subcontracting Policies (Section 2-8.8 of the Miami-Dade County Code)
ISD Form No. 10 – Sub-Contractor Payment Report

2.2 SUBMITTAL REQUIREMENTS FOR INITIAL SUBMISSION AND SECOND TIER ADDITIONAL INFORMATION, WHEN APPLICABLE

Interested firms must submit their proposal in sealed envelope(s) and/or container(s), which clearly state the following:

- Project Number
- Project Title
- Consultant's Name
- Consultant's Mailing Address
- Consultant's Telephone Number

Each sealed envelope and/or container shall include one original and five paper proposal copies, inclusive of the firm's authorized representative's signature. All sealed envelopes and/or containers shall be delivered to the following location:

Miami-Dade County
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, Suite 17-202 - Miami, Florida 33128
Attention: Mrs. Amelia M. Cordova-Jimenez
Re: ISD Project No. E12-PWWM-01

Pursuant to Florida Statute 119.07(3) (m), all proposals received will become public record 30 days after the response deadline.

To preclude a late respondent from having an advantage, economic or otherwise, all submittals shall be delivered to the COB, Suite 17-202, no later than the proposal submittal deadline denoted in Section 1.8, Schedule. The COB will stamp each submittal with the date and time of receipt. This stamp shall constitute definite evidence of such date and time. All proposals received and time

stamped by the COB prior to the proposal submittal deadline shall be accepted as timely submittals. The circumstances surrounding all proposals received and time stamped by the COB after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office, in order to determine whether the proposal will be accepted as timely.

The responsibility for submitting a proposal to the COB, on or before the stated time and date, is solely and strictly the responsibility of the proposer. Miami-Dade County is not responsible for delays caused by any mail, package/couriers service, nor caused by any other occurrence.

Be advised that all sealed proposal envelopes and/or containers received after the specified response deadline may not be considered.

2.3 POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

2.4 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be the sole responsibility of the proposer(s). No payment will be made for any responses received, nor for any other effort required of, or made by the proposer(s) prior to commencement of work as defined by a contract approved by the BCC.

DIVISION 3.0 EVALUATION/SELECTION PROCESS

3.1 INTRODUCTION

The proposals will be evaluated for minimum submittal requirements by the Procurement Management Services Division of the Internal Services Department.

3.2 SELECTION PROCESS

Proposals will be reviewed for compliance with all requirements stipulated in the NTPC. Failure to meet the requirements as stated in this NTPC may render the proposal non-responsive.

3.3 PROPOSAL EVALUATION

ALL FIRMS RESPONDING TO THIS SOLICITATION WHICH ARE PREQUALIFIED WITH MIAMI-DADE COUNTY AND ARE TECHNICALLY CERTIFIED IN ANY OF THE PROFESSIONAL CERTIFICATION CATEGORIES NOTED IN SECTION 1.6, A/E TECHNICAL CERTIFICATION REQUIREMENTS, WILL BE AWARDED A CONTRACT. FIRMS WITH ONE OR MORE COMBINATIONS OF TECHNICAL CERTIFICATION CATEGORIES WILL RECEIVE A SINGLE CONTRACT FOR THE ASSIGNED SERVICES.

NEGOTIATIONS:

The County reserves the right to enter into contract negotiations with the selected proposer(s). If the County and the proposer(s) do not agree to the terms of the PSA, then the County may elect to terminate negotiations and begin negotiating with the second highest ranked proposer and so forth. This process will continue until a contract has been executed, or all submittals have been rejected. No proposer shall have any claims and/or rights against the County arising from such negotiation and/or the qualification process.

CARLOS A. GIMENEZ
COUNTY MAYOR
MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ARCHITECT-ENGINEER LETTER OF QUALIFICATIONS (LOQ)

(I) - PROJECT INFORMATION

ISD Project No.: **E12-PWWM-01** Measures ☐ Goal ☐ Set-Aside☐ CBE N/A DBE ☐ No. of Addenda Received:

Project Name: **GENERAL LAND AND ENGINEERING SURVEYING SERVICES**

Firm No. 1 (II) - PRIME CONSULTANT INFORMATION

Name: FEIN: E-mail:

Business Address: Principal: Phone: ( ) -

Contact Person's Name and Title: Project Manager: Fax: ( ) -

Assigned Personnel:

(III) – A/E TECHNICAL CERTIFICATION REQUIREMENTS

	A/E Technical Certification Category	Prime	Sub-
15.01	Surveying and Mapping – Land Surveying		
15.02	Surveying and Mapping – Aerial Photogrammetry		
15.03	Underground Utility Location		
15.04	Hydrographic Surveys		

(IV) - RESUMES FOR ASSIGNED PERSONNEL

Attach two (2) page resumes for assigned personnel identified on this LOQ.

THE EXECUTION OF THE LOQ CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF HIS OR HER PROPOSAL. FAILURE OF AN AUTHORIZED PRIME FIRM REPRESENTATIVE TO SIGN THIS LOQ WHERE INDICATED BELOW, MAY RENDER THE PROPOSAL NON-RESPONSIVE. HOWEVER, THE COUNTY MAY, AT ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF HIS OR HER OFFER.

(V) - PRIME CONSULTANT ACKNOWLEDGEMENT

I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct.

Authorized Prime Consultant's Representative: _____ Title: _____
(Print Name)

Signature Authorized Representative: _____ Date: _____

FOR MIAMI-DADE COUNTY – ISD USE ONLY
DO NOT WRITE IN THIS SECTION
A/E TECHNICAL CERTIFICATION REQUIREMENTS

TC #	Team	Pre Q	TC	Additional Comments
15.01		Yes ☐ No ☐	Yes ☐ No ☐	
15.02		Yes ☐ No ☐	Yes ☐ No ☐	
15.03		Yes ☐ No ☐	Yes ☐ No ☐	
15.04		Yes ☐ No ☐	Yes ☐ No ☐	

FOR MIAMI-DADE COUNTY – ISD USE ONLY
DO NOT WRITE IN THIS SECTION
ISD FORMS AND OTHER DOCUMENTATION

Forms	Verification	Additional Comments
LOQ	Yes ☐ No ☐	
Res0003	Yes ☐ No ☐	
ISD Form No 6	Yes ☐ No ☐ N/A ☐	
Document 00400	Yes ☐ No ☐ N/A ☐	

MIAMI-DADE COUNTY
ISD FORM NO. 5 - LOBBYIST REGISTRATION FOR ORAL PRESENTATION

1. PROJECT TITLE: _____

2. ISD PROJECT NO.: _____ DEPARTMENT: _____

3. FIRM/PROPOSER'S NAME: _____

   ADDRESS: _____ ZIP: _____

   BUSINESS TELEPHONE: _____ FAX: _____

4. List All Members of Presentation Team Who Will Participate in the Oral Presentation

LOBBYIST REPRESENTATIVE

MIAMI-DADE COUNTY ISD OFFICE USE ONLY

NAME	TITLE	EMPLOYED BY	TELEPHONE NO.	SIGNATURE

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filing by staff, MUST register with the Clerk of the Board and pay all applicable fees. Other than for the oral presentation, Proposers who wish to recommendation of County personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provision of Section 2-11.1(s) of the Code of Metropolitan Dade County as amended.

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

STATE OF _____ _____
(Name and Title of Signatory, Printed or Typed)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

BY _____, a _____
(Individual, Officer, Partner or Agent) (Sole, Corporation or Partnership)

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who is personally known to me or who has produced _____
as identification, and who did/did not take an oath.

_____
(Signature of Notary Public Taking Acknowledgment)

_____
(Name of acknowledger typed, printed or stamped)

_____ _____
(Title or Rank) (Serial Number, if any)

(ATTACH ADDITIONAL COPIES OF THESE SHEETS IF NECESSARY)

Memorandum

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: May 9, 2013

Re: **CITT AGENDA ITEM 5B:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE COMPETITIVE CONTRACT AWARDS AND CONTRACT MODIFICATIONS, IN THE AMOUNT OF **$1,353,000.00**, FOR PURCHASE OF GOODS AND SERVICES, PROCESSED BY THE INTERNAL SERVICES DEPARTMENT (ISD) ON BEHALF OF MIAMI-DADE TRANSIT (MDT), AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(MDT/ISD – BCC Legislative File No. 130818)**

On May 9, 2013, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 13-021. The vote was as follows:

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

Christopher Benjamin, Esq. – Absent
Peter L. Forrest – Aye
Prakash Kumar – Aye
Hon. James A. Reeder – Absent
Hon. Linda Zilber – Aye
Joseph Curbelo – Aye
Alfred J. Holzman – Aye
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye

cc: Alina Hudak, Deputy Mayor/County Manager
Bruce Libhaber, Assistant County Attorney
Miguel Gonzalez, Assistant County Attorney