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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(L)(5)

Date: February 2, 2016

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

From: Carlos A. Gimenez
Mayor

Subject: Contract Award Recommendation in the Amount of $219,947.00 Between Robayna and Associates Inc. and Miami-Dade County for the Project Entitled Design Services for the Replacement of the NW 32 Avenue Bridge (No. 874032) North of NW 151 Street

Resolution No. R-120-16

Recommendation

This recommendation for Award for Professional Services Agreement (PSA) Contract No.20140029 has been prepared by the Public Works and Waste Management Department (PWWM) and is recommended for approval.

Delegation of Authority

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

Scope

PROJECT NAME: Design Services for the Replacement of the NW 32 Avenue Bridge (No. 874032) North of NW 151 Street

PROJECT NO: E14-PWWM-06

CONTRACT NO: 20140029

PROJECT DESCRIPTION: PWWM has the need to establish one (1) Non-exclusive Professional Services Agreement (PSA) to provide engineering design and post-design services in the preparation of complete construction documents for the replacement of the existing NW 32 Avenue Bridge (No. 874032). The work includes, but is not limited to, roadway approaches, maintenance of traffic, utility impacts, geotechnical investigations, preparation of any required special provisions, quantities, cost estimates, load rating, permits, and all of the necessary incidental items for a complete project.

PROJECT LOCATION: NW 32 Avenue Bridge (874032) North of NW 151 Street

PRIMARY COMMISSION DISTRICT: District 1 Barbara J. Jordan

/

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Public Works and Waste Management Department

MANAGING DEPARTMENT: Public Works and Waste Management Department

Fiscal Impact/Funding Source

The fiscal impact will be approximately $219,947.00 for the design services for the bridge replacement. The work is to be funded using Road Impact Fee Funding (RIF) District 3. The estimated future construction cost is $2,700,000.00 and will also be funded using RIF District 3.

FUNDING SOURCES:

SOURCES	PROJECT NO.	AMOUNT
RIF 3	20140029	$219,947.00

OPERATIONS/ MAINTENANCE COST IMPACT / FUNDING: This agreement is for design services. Once the project is constructed the estimated annual maintenance cost is approximately $2,334.00. The funding source to be utilized is anticipated to be from the General Fund.

LIFE EXPECTANCY OF ASSET: The life expectancy is approximately 75 years.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:

CAPITAL BUDGET PROJECT # - DESCRIPTION AMOUNT

602450-Replacement of NW 32 Avenue N/O NW 151 Street $219,947.00 - Bridge (No. 874032). Capital Budget Book, page 55. Fiscal Year (FY) 2014-15 Funds available $750,000 (Design and Construction); FY 2015-16, Funds available $2,025,000 (Design and Construction).

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

CODE	DESCRIPTION
3.02	HIGHWAY SYSTEMS – HIGHWAY DESIGN PRIME
3.03	HIGHWAY DESIGN – BRIDGE DESIGN PRIME
3.09	HIGHWAY SYSTEMS – SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
3.10	HIGHWAY SYSTEMS – LIGHTING 9.01 SOILS, FOUNDATIONS AND MATERIALS TESTING – DRILLING, SUBSURFACE INVESTIGATIONS AND SEISMOGRAPHIC SERVICES
9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING – GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
15.01	SURVEYING AND MAPPING – LAND SURVEYING

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

Did the Notice to Professional Consultants contain specific language requiring compliance with the Sustainable Buildings Program? N/A

PROPOSALS RECEIVED:

One (1) Proposal

CONTRACT PERIOD:

730 calendar days, including 365 calendar days for post-design services during construction. This Agreement shall remain in full force and effect for two (2) years after the date of execution or until completion of all project phases whichever occurs last, unless terminated by mutual consent of the parties hereto.

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $90,909.00 - This base estimate was based on the design effort only and did not include the associated services required, such as geotechnical, survey, and/or public involvement. After review of the project and the consultant's proposal, PWWM decided it would be more economical and efficient to include these services within the consultant contract.

BASE CONTRACT AMOUNT: $199,951.82

CONTINGENCY ALLOWANCE: (SECTION 2-8.1 MIAMI-DADE COUNTY CODE)	**TYPE**	**PERCENT**	**AMOUNT**	**COMMENT**
	Design	10%	$19,995.18	
	Total		$19,995.18	

TOTAL DEDICATED ALLOWANCE: $0.00

TOTAL AMOUNT: $219,947.00

Track Record/Monitor

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

EXPLANATION:

On June 30, 2014, a Notice to Professional Consultants (NTPC) was issued under a full and open competition. The Clerk of the Board received only one (1) proposal in response to the advertisement on July 30, 2014. Section 3.2 of the NTPC Selection Process states, "In the event that the County receives fewer than three proposals, or fewer than three proposals are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are determined to be responsive and responsible, provided that the County has conducted an analysis of market availability for subject services and determined at its sole discretion that there is no further market availability or immediate interest to provide subject services. Furthermore, in the event that the County receives fewer than three proposals, the County at its sole discretion may extend the proposal submittal deadline date." In accordance with the aforementioned, the submittal deadline date was extended to August 6, 2014. No additional proposals were received.

The Competitive Selection Committee (CSC) met on September 9, 2014, and reviewed and evaluated one (1) proposal received from Robayna and Associates, Inc. At this meeting, it was determined that Robayna and Associates, Inc. met the minimum qualifications and demonstrated its relevant experience with the project, as required by the NTPC. The CSC evaluated and ranked the firm, and decided by a unanimous vote to recommend the selection of Robayna and Associates, Inc. to the Mayor for approval to negotiate a contract.

Negotiations with the firm commenced on February 26, 2015, and concluded on March 12, 2015.

SUBMITTAL DATE: August 6, 2014

ESTIMATED NOTICE TO PROCEED: July 15, 2015

PRIME CONSULTANT: Robayna and Associates, Inc.

COMPANY PRINCIPALS: Rafael Robayna

COMPANY QUALIFIER: Rafael Robayna

COMPANY EMAIL ADDRESS: rrobayna@robayna.com

COMPANY STREET ADDRESS: 5723 NW 158 Street

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

YEARS IN BUSINESS: 32 years

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report provided by the Internal Services Department's Division of Small Business Development, Robayna and Associates, Inc. has been awarded one (1) contract with the County with a total value of $19,800.00

SUB-CONSULTANTS: Triangle Associates Inc. (TAI), HR Engineering Services (HRES)

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: Signoff Date: 4/29/2014

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

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	COMMENT
Small Business Enterprise – A/E	Tier 1 Set Aside.	
CWP	Not Applicable	

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER: Marcos R. Redondo, P.E.

PROJECT MANAGER: Marcos R. Redondo, P.E.

BACKGROUND: The existing bridge (No. 874032) was built in 1956 and it is located on NW 32 Avenue north of NW 151 Street. The bridge has numerous deficiencies such as cracks in the roadway surface and in the supporting caps and piles, corrosion of the supporting steel beams, expansion joint deterioration, and/or embankment slope protection deterioration. The bridge is classified as functionally obsolete, as it does not meet current criteria for loading, crash criteria for the bridge railings, and/or approach guardrails, and does not provide for bicycle facilities. The new bridge will provide for future bicycle facilities and also will provide wider sidewalks. All design work required for any necessary widening of the Biscayne (C-8) Canal will also be included as part of the work. The scope and limits of this canal widening will be set in coordination with the South Florida Water Management District.

DEPARTMENT FINANCE: _____ **PWWM FINANCE OFFICER** 5/12/15 **DATE**

INDEX CODES:

BUDGET APPROVAL FUNDS AVAILABLE: _____ **OMB DIRECTOR** 6/16/15 **DATE**

APPROVED AS TO LEGAL SUFFICIENCY: _____ **COUNTY ATTORNEY** 12/14/15 **DATE**

APPROVED FOR EXECUTION: _____ **CARLOS A. GIMENEZ MAYOR** 6/17/15 **DATE**

MEMORANDUM

(Revised)

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

DATE: February 2, 2016

FROM: Abigail Price-Williams
County Attorney

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

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 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)(5)
2-2-16

RESOLUTION NO. R-120-16

RESOLUTION APPROVING A CONTRACT AWARD IN THE AMOUNT OF $219,947.00 TO ROBAYNA AND ASSOCIATES INC. MIAMI-DADE COUNTY FOR DESIGN SERVICES FOR THE PROJECT ENTITLED REPLACEMENT OF THE NW 32ND AVENUE BRIDGE (NO. 874032) NORTH OF NW 151ST STREET, PROJECT NO. E14-PWWM-06 CONTRACT NUMBER 20140029; AND AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE SAME

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the award of a contract to Robayna and Associates Inc. in the amount of $ 219,947.00 for Design Services for the Project entitled "Replacement of the NW 32nd Avenue Bridge (874032) North of NW 151st Street" (Project No. E14-PWWM-06; Contract No. 20140029) and authorizes the Mayor or Mayor's designee to execute the contract, substantially in the form attached hereto.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

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

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

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

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

Design Services for the Replacement of the North Miami Avenue Bridge (No. 874035) North of NW 146 Street
PROJECT No. E14-PWWM-05

THIS NON-EXCLUSIVE AGREEMENT is entered into this ___ day of _____, 20____, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and ROBAYNA AND ASSOCIATES, INC., hereinafter referred to as the "ENGINEER".

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 ENGINEER, and the ENGINEER hereby covenants to provide, the professional services prescribed herein in connection with the design services for the replacement of the North Miami Avenue Bridge (No. 874035) north of NW 146 Street

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PROFESSIONAL SERVICES AGREEMENT

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APPENDIX

EXHIBIT "A" MINIMUM REQUIREMENTS FOR PLANS SUBMITTAL 45-46

AFFIDAVITS

ARCHITECTURE & ENGINEERING UTILIZATION REPORT

SECTION I - COUNTY OBLIGATIONS

The Director of the Public Works and Waste Management Department, hereinafter referred to as the "Director", shall issue written authorization to proceed to the ENGINEER for each section of the work to be performed thereunder. In case of emergency, the COUNTY reserves the right to issue oral authorization to the ENGINEER with the understanding that written confirmation shall follow immediately thereafter.

The COUNTY agrees that its Public Works and Waste Management Department shall furnish to the ENGINEER 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 ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

The Director reserves the right to guarantee the accuracy of information provided by the COUNTY to the ENGINEER. When such guarantee is provided in writing, the ENGINEER shall not be compensated for independent verification of said information.

The COUNTY agrees to provide the following material, data, or services as required in connection with the work to be performed under the terms of this Agreement:

1. COUNTY standard construction details applicable to the project.

2. All standard sections of the contract documents and compilation of the final bidding documents.
3. Administration of bidding procedures including advertisement for bids and recommendations of award of the construction contract in cooperation with the ENGINEER.
4. Administration of construction except as otherwise provided herein.

SECTION II - PROFESSIONAL SERVICES

The ENGINEER agrees to perform professional services in connection with the project as indicated in the following (refer to Exhibit "A" for submittal requirements):

A. Master Plan

Upon receipt of written authorization from the Director to proceed with the Master Plan and PIP Phase of the project, the ENGINEER shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the COUNTY a Master Plan containing recommendations for roadway and bridge "Typical Sections", alignment, drainage system, point of intersection to adjacent roadway as well as to prepare and conduct public involvement meetings to inform the residents and neighboring organizations of proposed construction. To accomplish the work described under this

phase, the ENGINEER shall observe the following requirements:

1. Strive to complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel on the work at all times.
2. Comply with all Federal, State, and local laws or ordinances applicable to the work.
3. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
4. Report the status of the project to Director upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
5. Submit to the Director one (1) review copy of the Master Plan phase report for the project. Upon approval, furnish the COUNTY with two (2) copies of the final Master Plan phase report. The quality and legibility of all copies shall meet the approval of the Director.

B. Design Phase

Upon receipt of written authorization from the Director to proceed with the project, the ENGINEER shall prepare preliminary Engineering data, including sketches and drawings, based on recommendations from the Master Plan Phase; perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the COUNTY in obtaining approval of preliminary design work from any local, state or federal agency having an interest in the project. The ENGINEER

shall prepare final complete construction plans for the project in accordance with current COUNTY and FDOT standards, to be used for the receipt of bids, which shall include, but not limited to, development of design plans for the full replacement of the existing N. Miami Avenue Bridge, survey, geotechnical investigation, preparation of any required Special Provisions, quantities, cost estimates, load rating, roadway widening, traffic circles, resurfacing, drainage, sidewalks, bicycle facilities, curb and gutter, street lighting, signalization, pavement markings & signing, maintenance of traffic, utility coordination, permitting and public involvement.

To accomplish the work described under this phase, the ENGINEER shall observe the Following:

1. Strive to complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel at all times.
2. Comply with all Federal, State and local laws and ordinances applicable to roadway and bridge design.
3. Prepare necessary sketches to accompany COUNTY applications for any required County, State or Federal agency permits.
4. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
5. Prior to final approval by the Director, complete a preliminary check of construction plans through any County, City, State, or Federal agency from which a permit or other approval is required.

6. Cooperate fully with the COUNTY to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The ENGINEER will assist the COUNTY in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The ENGINEER shall provide two sets of prints for each utility company prior to the meeting. The ENGINEER shall be responsible for preparation and distribution of meeting minutes. The ENGINEER shall provide adequate design and coordination to accommodate utilities in order to avoid claims and delays during construction.
7. Report the status of the project to the Director upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
8. Submit to the Director two final sets of check prints for the project at the 30%, 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with four (4) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, CAD electronic files in a format approved by the COUNTY, drainage report, and all computation books. The quality and legibility of all prints shall meet the approval of the Director. At a minimum the construction Documents shall consist of the following as outlined in Exhibit A:
   - Roadway Plans

- Structural plans

9. Prepare and submit to the COUNTY an Opinion of Probable Construction Cost, at the 90% and 100% completion milestones, of the proposed project design.
10. The ENGINEER agrees that the quality of the work performed by the ENGINEER and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services, and agrees to guarantee compliance of the work with all applicable industry standards and regulations.
11. The ENGINEER agrees to provide upon request, a certified payroll of employees performing work under this Agreement, as reported to the IRS.
12. The ENGINEER agrees to provide employees performing work under this Agreement with health care benefits.

C. <u>Construction Phase</u>

The ENGINEER agrees to provide the following services during the Construction Phase of the project, as requested by the COUNTY.

1. Attendance at pre-bid and pre-construction meetings.
2. Periodic general engineering Consultation and advice.
3. Review and approval of shop drawings.
4. Field meetings during construction.
5. Response to Contractors Request for Information (RFIs) during pre-bid and during construction.
6. Post-design services if required during construction.

SECTION III - TIME FOR COMPLETION

The ENGINEER agrees to complete the services to be rendered pursuant to this Agreement as indicated in the following:

A. Master Plan Phase

The services to be rendered by the ENGINEER under the Master Plan Phase of the project shall commence upon receipt of a written Notice to proceed from the Director, and shall be completed within three (3) months.

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 herein, render performance of the ENGINEER's duties impossible. Such extensions of time shall not be cause for any claim by the ENGINEER for extra compensation.

B. Design Phase

The services to be rendered by the ENGINEER under the Design Phase of the project shall commence upon receipt of a written Notice to proceed from the Director, and shall be completed within nine (9) months. 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 herein, render performance of the ENGINEER's duties impossible. Such extensions of time shall not be cause for any claim by the ENGINEER for extra compensation.

C. Construction Phase

The services to be rendered by the ENGINEER under the Construction Phase of the project shall begin at the time the construction contract is awarded and shall be considered completed upon final acceptance of the construction by the COUNTY. Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

SECTION IV - FORCE MAJEURE

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

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only

during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

SECTION V - COMPENSATION

The COUNTY agrees to pay and the ENGINEER agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation as stipulated by the following:

A. Professional Services Fee

1. Master Plan and Public Involvement Plan (PIP) Phase

For service rendered pursuant to the Master Plan and PIP Phase in accordance with the terms and conditions of this Agreement, the ENGINEER shall receive the following fees:

For the complete study and preparation of a Master Plan with recommendations for bridge and roadway "Typical Section(s)", alignment(s), traffic circles,

drainage system, connection to adjacent roadways and Public-Meetings as well as requirements for maintenance of traffic, utilities, lighting, retaining walls and ADA access and the preparation and implementation of a Public Involvement Plan (PIP) in order to minimize the impact from the construction project; and meeting the requirements established under Miami-Dade County Resolution No. R-134-10., the lump sum fee of **$ 31,085.15 .**

2. Design Phase

For services rendered pursuant to the Design Phase, in accordance with the terms and conditions of this Agreement, the ENGINEER shall receive the following fees:

For the implementation of the Master Plan recommendations, completion of design and preparation of construction plans and specifications, and all incidental work thereto as necessary for construction of all project elements to include but not limited to the new bridge, the lump sum fee of **$ 200,942.01** .

3. Construction Phase

In accordance with the terms and conditions of this Agreement, including responses to pre-bid RFIs and preconstruction meetings, shop drawing reviews, and all incidental work thereto, general engineering consultation and advice, field meetings during construction, and post-design services, the fee shall

not exceed $ 25,826.69 . Compensation shall be for only those services requested by the Director or his designee, and is not guaranteed.

4. Total Fee

The total of all regular fee payments to the ENGINEER under this Agreement shall be $ 257,853.85 , the sum of A1, A2 and A3 above, providing that no additional work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

B. Compensation for Other Services

The COUNTY shall compensate other services or goods provided by the ENGINEER and others working in conjunction with the ENGINEER as stipulated by the following:

1. Printing and Reproduction

The COUNTY shall reimburse the ENGINEER for the cost of printing project plan sheets required for utility coordination, master plan and other required submittals. The total cost to the COUNTY for this reproduction service shall not exceed $ 3,347.76 .

2. Land and Engineering Field Survey

The COUNTY shall make direct payment to the ENGINEER for the land and engineering field survey work required in connection with the project. The cost of all required land and engineering field survey for

the project shall be the lump sum fee of **$ 18,798.74** .

3. Soil Survey

The COUNTY shall make direct payment to the ENGINEER for soil survey work requested and approved by the ENGINEER as mutually agreed with the COUNTY to be necessary for the design of the project. All required soil survey work for the project shall the lump sum fee of **$ 17,999.84** .

C. Total Compensation

The total of all costs associated with accomplishing the work under the terms of this Agreement shall be **$ 298,000.19** , the sum of fees set forth in A and B above, providing that no additional work, as defined by Section VI of this Agreement, is requested or authorized by the Director.

SECTION VI - ADDITIONAL WORK

The COUNTY agrees to pay, and the ENGINEER agrees to accept, for additional work performed under the terms of this Agreement, fees in accordance with the following:

A. Additional Work

In the event changes are requested by the COUNTY to the construction documents after said documents have been approved and accepted by the COUNTY, additional Construction Phase services are required, or contingencies necessitate the performance of other

additional work by the ENGINEER, and a Notice to Proceed authorizing additional work is issued by the Director, fees and other compensation for such services shall be computed in accordance with one or a combination of the methods outlined below:

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

   The fee for engineering services rendered by the ENGINEER's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of 2.85 for office personnel and 2.2 for field personnel. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work such overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.

2. Fees Based on Fixed Hourly Rates

   The fee for services rendered by the ENGINEER's principals shall be computed based on the fixed hourly rate of $ 140 .

   The above listed fixed hourly rate for Principals shall be applied to the time spent on requested work by the following principal of the firm:

   Rafael Robayna

3. Lump Sum Fee

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

4. Reimbursable Expenses

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

a. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.

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

B. Allowance Account

The total of all fee payments to the ENGINEER for additional work shall be as allowed under the Allowances/Contingency Ordinance No. 00-65.

The project is a Professional Services Agreement for the design of a facility on public property; therefore an estimated Allowance Account of **$ 29,800.02** is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the COUNTY for unforeseen conditions necessitating additional design, resulting in additions to the basic fee and additional/reimbursable service fees.

SECTION VII - TOTAL PROJECT COST

The total Project Cost set forth in Section V and Section VI above, under the terms of this Agreement, shall be **$ 327,800.21.**

SECTION VIII - METHODS OF PAYMENT

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

A. Master Plan Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director.
2. The amount of the invoices submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the percentage of the work completed, as certified by the ENGINEER, to the total lump sum fee for this phase of the work. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation, as necessary.
3. The amount of the partial payment due for the work performed to date under this phase shall be an amount calculated in accordance with Paragraph 2 above, less five per cent (5%) of the amount thus determined, which shall be withheld by the COUNTY as retainage, less previous payments, and less Inspector General to date.
4. The retained amount shall be paid in full to the ENGINEER upon issuance of a work order by the Director for the Design Phase work, but under no circumstances shall this amount be retained longer than four months after the date of final acceptance of the Master Plan Phase work by the Director.

B. <u>Design Phase</u>

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director.
2. The amount of the invoices submitted shall be the prorated amount due for all work performed to date under this phase, determined by applying the

percentage of the work completed, as certified by the ENGINEER, to the total lump sum fee for this phase of the work. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation, as necessary.

3. The amount of the partial payment due for the work performed to date under this phase shall be an amount calculated in accordance with Paragraph 2 above, less five per cent (5%) of the amount thus determined, which shall be withheld by the COUNTY as retainage, less previous payments, and less Inspector General to date.

4. The retained amount shall be paid in full to the ENGINEER upon issuance of a work order by the Director for the Construction Phase, but under no circumstances shall this amount be retained longer than four months after the date of final acceptance of the Design Phase work by the Director.

C. Construction Phase

1. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed for Construction Services

2. The amount of invoices submitted shall be comprised of the amounts due for all services performed monthly and/or incurred to date in connection with the authorized work, less previous payments. The amounts due shall be calculated in accordance with Subsections VI.A.1. and VI.A.2. Invoiced reimbursable expenses

must be substantiated by copies of receipts and other documentation, as necessary.

D. Additional Work

1. Estimated Professional Fees and/or Reimbursable Expenses

a. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed and/or expenses incurred.

b. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections VI(A)(1) and VI(A)(3) hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

2. Lump Sum Fee

a. The ENGINEER shall submit duly certified invoices in triplicate to the Director. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed and/or expenses incurred.

b. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum,

and subtracting any previous payments. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documents as necessary.

SECTION IX - RIGHT OF DECISIONS

All services shall be performed by the ENGINEER 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 thereunder, 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 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. Any review in court shall limited to whether the Director has abused his or her discretion.

SECTION X - OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or

other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the ENGINEER or owned by a third party and licensed to the ENGINEER for use and reproduction, shall become the property of the COUNTY without restrictions or limitations. However, the COUNTY may grant an exclusive license of the copyright to the ENGINEER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the ENGINEER shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The ENGINEER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the ENGINEER in the performance of this Agreement. All drawings shall be AutoCAD format in a version acceptable to the Department, produced by computer in files maintained on disks. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the Director. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION XI - REUSE OF DOCUMENTS

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

documents on other projects not contemplated under this Agreement. Any such re-use shall be at the COUNTY's sole risk without legal liability to the ENGINEER.

SECTION XII - CORRECTIONS TO CONTRACT DOCUMENTS

For any services provided under this agreement, the ENGINEER 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 ENGINEER including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the ENGINEER 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 ENGINEER must adhere to the approved budget, and all changes resulting from design errors and omissions will be catalogued by the Public Works and Waste Management Department and will be shared with the members of selection committees for future projects. In addition, whenever the total cost to the Department for design errors and omissions is deemed excessive, the COUNTY will make claims for reimbursement from the ENGINEER and its insurance company.

SECTION XIII - COURT APPEARANCES AND CONFERENCES

Nothing in this Agreement shall obligate the ENGINEER to prepare for or appear in litigation on behalf of the COUNTY except

in consideration of additional compensation. The amount of such compensation shall be mutually agreed upon and embodied in a Supplemental Agreement subject to approval by the Board of County Commissioners. Only upon said approval of a Supplemental Agreement, and subsequent receipt of written authorization from the Director, shall the ENGINEER be obligated to Court appearances.

SECTION XIV - NOTICES

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

SECTION XV - ABANDONMENT

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects or parts thereof, the ENGINEER shall be compensated for all services rendered consistent with the terms of this Agreement up to the time the ENGINEER receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services, which have been performed at the time the ENGINEER receives such notice. In the event partial

payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

SECTION XVI - AUDIT RIGHTS

The COUNTY reserves the right to audit the records of the ENGINEER related to this Agreement at any time during the prosecution of the work included herein and for a period of three (3) years after final payment is made. The ENGINEER agrees to provide copies of any records necessary to substantiate payment requests to the COUNTY, including but not limited to audited financial statements, balance sheets and other financial records. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the ENGINEER, the ENGINEER shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

SECTION XVII - INSPECTOR GENERAL (IG) AND INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG):

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor/Engineer under this contract will be assessed one

quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor/Engineer shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant/Engineer), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor/Engineer shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant/Engineer's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The Contractor/Engineer shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the Contractor/Engineer shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

2. The Contractor/Engineer shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

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

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the Owner by the (Contractor/Vendor/Consultant/Engineer) or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under $1,000; (k) management agreements; (l)

small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

Independent Private-Sector Inspector General (IPSIG)

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

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

Upon (10) ten days written notice to Contractor/Engineer from an IPSIG, the Contractor/Engineer shall make all requested records

and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's/Engineer's possession, custody or control which, in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to, original estimate files; change order estimates files; worksheets; proposals and agreements from and with successful and unsuccessful Contractor/Engineer and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document; all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this Section shall apply to the Contractor/Engineer, its officers, agents and employees. The Contractor/Engineer shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor/Engineer in connection with the performance of this agreement. Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this Section are neither intended nor shall they be construed to impose any liability on the County by the Contractor/Engineer or third parties.

SECTION XVIII - SUB-CONTRACTING

The ENGINEER 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 ENGINEER 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.

In addition, and as applicable, the ENGINEER agrees to comply with the Miami-Dade COUNTY Ordinance 01-103 and Implementing Order 3-32 regarding the Community Business Enterprise (CBE) program. The CBE participation measure is 100% CBE First Tier Set-Aside.

A. Sub-consultant(s)

The Sub-consultant(s) authorized to perform professional services associated with this Agreement are:

Triangle Associates, Inc.

HR Engineering Services, Inc.

SECTION XIX - WARRANTY

The ENGINEER warrants that the services furnished to the COUNTY under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida applicable to the design, inspection and construction of Public Works and Waste Management Department projects including roadway and bridge structures.

The Engineer warrants that no companies or persons, other than bona fide employees working solely for the ENGINEER or the COUNTY authorized sub-consultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting

from the award or making of this Agreement. The ENGINEER also warrants that no COUNTY personnel, whether full-time or part-time employees, have or shall be retained or employed in any capacity, by the ENGINEER or the COUNTY approved sub-consultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the Director shall have the right to annul this Agreement without liability.

SECTION XX - TERMINATION OF AGREEMENT AND SANCTIONS FOR CONTRACTUAL VIOLATIONS

It is expressly understood and agreed that the COUNTY may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days prior notification in writing from the Director; in which event the COUNTY's sole obligation to the ENGINEER shall be payment in accordance with Sections V and VI, for those units or sections of the work previously authorized. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon termination, the COUNTY may, without penalty or other obligations to the ENGINEER, elect to employ others to perform the services.

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the

Code, the County may terminate the contract or require the termination or cancellation of the sub-consultant contract. In addition, a violation by a respondent or sub-consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

SECTION XXI - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of two (2) years after its date of execution or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties hereto or as provided in other Sections of this agreement.

SECTION XXII - DEFAULT

In the event the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by thirty (30) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions

of this or any other Section of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.

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

SECTION XXIII - INDEMNIFICATION AND INSURANCE

Engineer 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 Engineer or its employees, agents, servants, partners principals or subcontractors. Engineer 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. Engineer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Engineer 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 Engineer shall furnish to the Public Works and Waste Management Department, 111 NW 1st Street, 15th floor, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $300,000 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 $300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by 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.

SECTION XXIV - TRUTH IN NEGOTIATION CERTIFICATION OF WAGE RATES

In accordance with Florida Statute 287.055,5(a) the ENGINEER hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Sections V and VI are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or

other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XXV - ORDINANCES

The ENGINEER agrees to abide and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all federal, state, county and local status, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Agreement, any other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. The ENGINEER agrees to abide and be governed by 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 No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R 385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently

due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104 (Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Ordinance No. 97-215 (Establishing the Office of the Inspector General), Resolution No. R-1006-97 (Approving A.O. No.3-24 for Responsible Wages and Benefits in accordance with Ordinance No. 90-143), Resolution No. R-1206-97, Ordinance No. 98-106 (Cone of Silence), Resolution No. R-516-96 and Administrative Order 3-20 (Independent Private Sector Inspector General (IPSIG) Services), which are incorporated herein by reference, as if fully set forth herein, in connection with the ENGINEER's obligations hereunder.

The ENGINEER shall comply with the procedures contained in the FALSE CLAIMS Ordinance Miami Dade County Code Article XV Section 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both county and private enforcement.

The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 521550, Miami, Florida 33152-1550:

1. A source of income statement.
2. A current certified financial statement.
3. A copy of the ENGINEER's current Federal Income Tax Return.

SECTION XXVI - VALUE ANALYSIS

County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is not mandated for those projects whose construction cost estimate is below the Five Million Dollar ($5,000.000.00) threshold. The AO further states that principles and objectives of a VA/E study may be utilized for such projects in an informal manner. Therefore, with respect to this requirement, VA/E review may be conducted on an informal basis by County staff or an independent consultant under contract to the County and supervised by the Project Manager. The ENGINEER shall participate in these reviews pursuant to this Agreement.

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SECTION XXVII - AFFIRMATIVE ACTION

The ENGINEER's Affirmative Action Plan submitted pursuant to Ordinance 82-37and County Code 2-8.1.5 as approved by the Internal Services Department and any update thereof, are hereby incorporated as contractual obligations of the ENGINEER to Miami-Dade County thereunder. The ENGINEER shall undertake and perform the affirmative actions specified herein. The Director may declare the ENGINEER in default of this agreement for failure of the ENGINEER to comply with the requirements of this paragraph.

SECTION XXVIII - UTILIZATION REPORT (UR)

Pursuant to Implementing Order 3-32 Community Business Enterprise (CBE-A&E) Program and Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the ENGINEER is required to file utilization reports (UR) with the Miami-Dade County contracting department monthly, unless designated otherwise. URs are required to accompany every invoice. The UR should indicate the amount of contract monies received and paid to the ENGINEER, including payments to Sub-consultant(s) (if applicable). The UR format can be found at http://www.miamidade.gov/business/library/forms/ae-ur-form.pdf. Invoices shall not be considered valid without said form.

SECTION XXIX- PROMPT PAYMENT

The ENGINEERS's attention is directed to Miami-Dade County Section 2-8.1.4, providing for expedited payments to small businesses by county agencies and the Public Health Trust; creating dispute resolution procedures for payment of county and Public Health Trust obligations; and requiring the prime contractor to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. Failure to the prime contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the county contract or Public Health Trust contract and debarment procedures of the COUNTY.

SECTION XXX- PERFORMANCE EVALUATION

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

SECTION XXXI - ETHICS

"Pursuant to Sec. 2-11.1(y) of the Code of Miami-Dade County, the Ethics Commission has jurisdiction over contractors and vendors. The ENGINEER must provide the Ethics Commission

with a written report regarding its compliance with any restrictions contained in the advisory opinion issued by the Ethics Commission to the ENGINEER, sub-consultants or teams members within ninety days of the issuance of each work order. The reports must be submitted to, Executive Director, Commission on Ethics and Public Trust, 19 West Flagler Street, Suite 820, Miami, FL 33130."

SECTION XXXII 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 _____ 20 ____.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

By: _____

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

By: _____

Carlos A. Gimenez
County Mayor

ATTEST:

By: _____
Rafael L. Robayna, Secretary

ROBAYNA AND ASSOCIATES, INC.

By: _____
Rafael L. Robayna, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13th **day of** April **2015, by** Rafael L. Robayna **as President, and** Rafael L. Robayna **, as Secretary, of** Robayna and Associates, Inc. **, a** Florida Corporation **, on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.**

MARIA M MONTILLA
MY COMMISSION # EE157742
EXPIRES January 08, 2016
(407) 398-0153 FloridaNotaryService.com

_____
Notary Public
Serial Number
EE 157742

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

Exhibit A

Minimum Requirements for Plans Submittal

Master Plan:

- Roadway Plans: Typical Sections, Alignment, Project layout (preliminary plan-profile), Drainage System Map, Connection to Adjacent Roadways, Preliminary Traffic Control Plans and phasing.
- Structures Plans: Environmental and site considerations, Vertical and horizontal clearances (existing and proposed) Disposition of existing structure, Vertical and horizontal geometry, Typical section, Bridge deck drainage considerations, Stream bottom profile, Conceptual geotechnical data, Phase Construction Impacts, and Construction time.
- Prepare and Conduct Public Meeting.
- Preliminary Cost Estimate.

30% Submittal:

- Roadway Plans: Typical Sections, Survey (Completed), Back of Sidewalk Profile, Plan and Profiles (Proposed horizontal road layout to include existing topography & utilities, Right of Way, geometry, survey reference points, vertical layout to include existing PGL & utilities), Geotechnical Evaluation (Completed), Traffic Study (Completed, if required), Cover Sheet, Cross Sections (Existing), Indicate service point for lighting.
- Structures Plans: Geotechnical Report, Hydraulic Report, General Notes Sheet, Plan and Elevation Sheet, Substructures, Superstructure, Retaining Walls, Bridge Hydraulics Recommendation Sheet, Report of core borings, Proposed construction sequence and methods, Preliminary foundation layouts and installation table.

60% Submittal:

- Roadway Plans: Key Sheet, Plan and Profile (Proposed PGL, Drainage structures and French Drain), Drainage Report (final), Drainage Structures Sheets (showing utilities, Summary of Quantities, Cross Sections (proposed), Plateau Intersections - Major streets, Minor Intersecting Street Profiles, Pavement Markings and Signing (without complete tabulation of quantities), Signalization Plans (without complete tabulation of quantities & details), Signalization Plans (without complete tabulation of quantities & details), Landscaping Plans (without details) (if required).

- Structures Plans: Substructure Submittal Plan & Elevation, Bridge Hydraulics Recommendation Sheet, Boring Logs, Foundation layout, foundation installation notes, Substructure Plans, and draft technical specifications, Final concrete outlines of all individual components, major reinforcing steel, final post-tensioning layouts (if required), bearing details, details of congested areas, details of unique features, accessible pedestrian facilities details, and other details as required.

90% Submittal:

- Completion of all items submitted at 60% and resolution of all review comments from previous submittals.
- Permit Sketches.
- Roadway Plans: Miscellaneous details and tabulation of quantities (roadway, drainage, lighting, markings and signage, signalization, landscaping, etc.), Maintenance of Traffic and phasing plans, Cost Estimate.
- Structures Plans: This submittal shall include prints of the completed plans, Summary of Pay Items (complete with quantities), design calculations, Final Geotechnical Report, Addendums to Hydraulic Report and, if appropriate, Technical Special Provisions.

100% Plans Submittal:

- Complete design to reflect the review comments from the 90% submittal.

Project Final Submittal Requirements

- Final design to reflect the review comments from the 100% submittal.
- Cad Files in the Miami Dade Community Public Works and Waste Management' format.
- Computation Books.
- Drainage Report (signed and Sealed).
- Survey Books.
- Final Cost Estimates.
- Four half size sets (11"X17") of plans (signed and sealed).
- Two full size sets (22"X34") of plans (signed and sealed).
- One set of half size (11"X17") mylar originals (4 mill thick) w/signed coversheet.
- Soil survey report (signed and sealed).
- Structure geotechnical report.

ROBAYNA
AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS

5723 NW 158 Street
Miami Lakes, FL 33014
T 305-823-9316 F 305-823-1569

ISD E14-PWWM-05
Scope of Services & Fee Quotation for Design Services for the Replacement of the North Miami Avenue Bridge (No. 874035) North of NW 146 Street

Date: 2015-03-16 Revised: 2015-03-24

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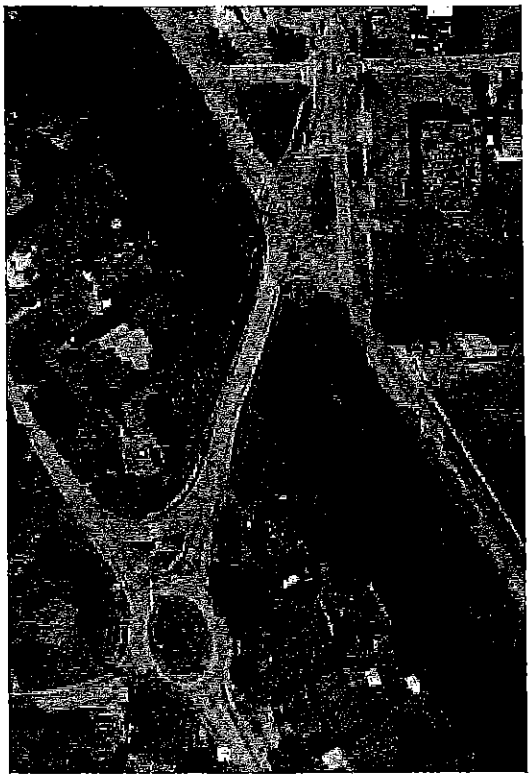
Project Overview

The project will involve replacement of the Public Works and Waste Management Department's bridge cataloged as No. 874035. The bridge provides for vehicular and limited pedestrian traffic to cross the Biscayne Canal, also known as the C-8 Canal. At present the existing bridge is a 5 span – 125 foot bridge with two way traffic and no sidewalks. The replacement bridge will have two traffic lanes, two bike lanes, and two sidewalks. The alignment of the bridge is proposed to be analyzed and most likely to remain as is. Miami-Dade County has requested that the bridge have 3 spans which is subject to permit agency approval and utility coordination. As part of our last meeting it was mentioned that there will be modifications made to the existing roundabout just south of the Biscayne Canal to allow for cyclist to move on to the sidewalks which will be widened to shard paths or as coordinated with the County staff. It is also proposed that a traffic study be prepared for the intersection at the north of the Biscayne Canal to establish if Traffic System Management options are a viable solution instead of a roundabout. By reference the information found within Exhibit A of the Non-Exclusive Professional Service Agreement is included here in as well as applicable information found within the design approach previously provided to the County.

This project is located within unincorporated Miami-Dade County in Section 24, Township 52 South, and Range 41 East.



Scope of Services Summary

- Data Collection
- Master Planning
- 30% Plan Submittal
- 60% Plan Submittal
- 90% Plan Submittal
- 100% Plan Submittal
- Final Project Document
- Bidding and Pre-construction Services
- Post-Design Services

Data Collection

Geotechnical Testing

The information collected and tested for this project is listed below and attached in the Fee Quotation. A maintenance of traffic will be prepared for the work within the roadway due to the lack of open green space for some of the work.

The following samples will be collected (a more detailed list of tests are found attached in the HRES Scope of Services):

- 2 roadway borings, each to the depth of 6 feet
- 2 percolation tests, usual open hole methods to a depth of 15 feet
- 2 pavement cores near the roadway borings
- 2 LBR samples
- 2 SPT samples to a depth of 70 feet

Land and hydrographic surveying

As per the project a topographic survey for this project will begin 50 feet north of the return of the intersections at the north of the project, Memorial Highway, NE 148 ST and Miami Avenue, it will extend to the south of the project which will include the roundabout and to where the roadways meeting the existing roundabout and become uniform. This is approximately 2,400 LF of pavement. Subsequently, all sidewalks and drainage will be collected as well as driveways all of which are critical for allowing bicycles to circumvent the existing roundabout to establish existing drainage patterns. All contributing areas will be collected approximately 20' outside of the rights of way.

The hydrographic survey for this project will collect four perpendicular cross sections due to the bridge alignment as well as locating the piles that support the utilities which cross the canal.

Utility Information Gathering

With the assistance of the County who would have requested the Sunshine One Call ticket, Robayna and Associates will coordinate for the collection, cataloguing and drafting of the utility information. Additionally, the as-built information collected will be adjusted to match the above ground features located during the survey. Data depiction will follow ASCE 38-02 Standard Guidelines and will have a quality of Level C as per the negotiation meeting. No electromagnetic, ground penetrating radar nor soft digs are budgeted herein.

Phase I Environmental Site Assessment

A report of all relevant environmental concerns abutting the north of the project will be complied which will include State and Local data to establish the recognized environmental conditions which exist in relations to the service station and mechanical shop located on Miami Avenue. A Phase I Environmental Site Assessment will be submitted to the County. This is pertinent to coordination with RER for Drainage improvements.

Master Planning

With the topographic survey, traffic study and utility information collected the team will analyze the options for the area north of the bridge and prepare a plan that best serves the level of service goal which the County wishes to meet in the opening year. The team will establishing alignments and prepare typical sections that satisfy the County criteria while carefully taking into account the above ground existing utility crossings as well as any subaqueous crossing which may or may not exist.

We will prepare a Traffic Study for the intersection of Miami Avenue and the intersection of Memorial Highway and NE 148th Street to establish the existing condition turning movement counts for the AM (7:00 -9:00) and PM (4:00-6:00) peaks. This will include collection of vehicular traffic including the percentage of trucks and pedestrian (with bicycles segregated) traffic at the intersection of the aforementioned roadway. As part of the analysis three conditions will be provided, the existing condition, a roundabout analysis and in the event that there is insufficient right of way to build the roundabout, modifications to the current roadway configuration as to stay signalized will be reviewed.

- LOS analysis of the three options described above
- Historical Trends Analysis for the opening year of 2018 (3 years)
    - Long term 2030 analysis is not included

Given the results of the traffic study and subsequent meeting with the County a final decision will be made as to moving forward with a roundabout or a modified signalized intersection option. A preliminary plan for pedestrian and bicycle traffic will be submitted that routes them as requested away from the existing roundabout at the south and the potential roundabout at the north. Please note that given the existing topography of the existing roundabout and the existing drainage system we anticipate some possible modifications to the drainage system because of the shared path modifications.

Traffic Control Plans for phasing are not feasible due to the bridge location and scope of replacement. A phasing plan will not be provided with this project. A road closure and detour route will be prepared using aerials for preliminary County review as well as the Public Meeting.

The structural component during the master plan phase will review the environmental and site considerations, vertical and horizontal clearances (existing and proposed), disposition of the existing structure, vertical and horizontal geometry, typical section, bridge deck drainage considerations, stream bottom profile, conceptual geotechnical data, phased construction impacts, and construction time. Additionally a description of specifications, design loads, and materials proposed for new bridge construction will be provided to the County.

Coordination with agencies involved in the permitting and environmental conditions would also proceed in this stage to clarify any and all issues related to the provision of permits when the final master a plan and alignment is completed and approved.

During this phase, the Public Information and Public Involvement plan will be prepared and implemented with the parties directly impacted such as the schools and residences. A public meeting

will be prepared for and attended to inform them of the project, its impact and probable schedule. Any concerns voiced will be reviewed for applicability and coordinated with the County as need be.

Robayna and Associates, Inc. will work in developing a Public Information and Public Involvement Strategy and Plan following the following criteria:

- Define client objectives
- Defining residential neighborhood potential concerns
- Defining commercial owners concerns
- Preparing presentation materials
- Media objective and strategy
- Advertising objectives and strategy
- Identifying key stakeholders
- Identifying best means of reaching stakeholders, and making them aware of positive aspects of the project.
- Addressing, prior to public meetings, the reduction of project impact on stakeholders
- Scheduling key meetings as necessary and as desired by client.

An Opinion of Probable Cost will be prepared for the roadway options, new sidewalks, and bridge components of the project.

Deliverables:

- Master Plan Concept
    - Typical Section
    - Alignment
    - Best LOS configuration for the Northern Intersection
- Traffic Analysis Report
    - Traffic Management Master Plan and Roundabout Master Plan option
- Preliminary Traffic Control Detour Concept
- Presentation Boards – Master Plan and Detour
- Public Information and Public Involvement Strategy
- Opinion of Probable Cost
- Master Plan Report
    - Bridge Structural
    - Roadway Considerations

30% Plans Submittal

The 30% submittal will begin developing the Master Plan concept that has been approved by the County and that is in accordance with all of the regulatory agencies that have a say in the project. Bridge and Roadway plans will begin to take form. A lighting photometric plan will be prepared at this phase of the work, but no lighting plans will be prepared only conduits within the bridge structure for future use will be provided in the design.

The required typical sections sheets will be updated with construction details. The profile grade line and back of sidewalk profile sheets will be prepared as well as establishment of drainage patterns that must be take into account.

Preliminary bridge design will be prepared and supporting documentation will be prepared to supplement the deliverables below.

Deliverables:

- Cover Sheet
- Typical Sections
- Existing Cross Sections
- Complete Survey
- Photometric Plans
- Back of Sidewalk Profiles
- Plan and Profile Sheets with topography, utilities, right of way geometry, with existing PGL
- Roadway General Notes
- Geotechnical Report and Evaluation
- Hydraulic Report
- Structural Plan and Elevation Sheets
- Structural General Notes
- Substructure
- Superstructure
- Retaining Walls
- Bridge Hydraulic Recommendation Sheets
- Proposed Bridge Construction Sequence and Methods
- Preliminary Foundation layouts and Installation Table

60% Plans Submittal

At the 60% submittal, recommendations made will be addressed, the final drainage report will be prepared and necessary drainage will be designed for the project. Roadway plans will take further form as the Profile Grade Line is designed by the team and the bridge profile is prepared. A tabulation of pay items with a preliminary summary of quantities will be prepared for the project. This does not include a complete set of quantities for Signing and Pavement Marking which will only have a summary of pay items.

The Structural Bridge plans will be further developed and details will be provided to match the

Deliverables:

- All Plans and Reports Previously Provided with Corrections and Changes
- Key Sheet
- Plan and Profile Sheets with Proposed PGL
- Drainage System – Drainage Structure Sheets with Utilities

- Summary of Quantities
- Pavement Marking and Signage – Incomplete Quantities
- Preliminary Stormwater Pollution Prevention Plan and Notes
- Substructure Submittal Plan & Elevation,
- Bridge Hydraulics Recommendation Sheet
- Boring Logs
- Foundation layout
- Foundation installation notes
- Substructure Plans
- Photometric Plan
- Draft technical specifications,
- Final concrete outlines of all individual components
- Major reinforcing steel
- Bearing details, details of congested areas, details of unique features, accessible pedestrian facilities details, and other details as required.

90% Plans Submittal

At this stage the team will address the comments and concerns which were brought up during the 60% submittal. The roadway plans will be completed with any miscellaneous details which are required to detail any ambiguous construction scope. The Signing and Pavement Marking Plans will be submitted with completed quantities. The final Maintenance of Traffic Detour Plan will be prepared.

All permit sketches and electronic applications prepared for the County for the following permits:

- South Florida Water Management District
    - Joint Application for Federal Dredge and Fill Permit (SFWMD/FDEP/US-ACoE)
    - Modification of the Right of Way Occupancy Permit
- U.S. Army Corps of Engineers
    - Nationwide Permit
- Florida Department of Environmental Protection
    - Notice of Intent sketches and information for National Pollutant Discharge Elimination System. The contractor will need to submit the final version, but most information needed will be prepared.

Deliverables:

- Revised Plans
- Miscellaneous Details
- Summary of Pay Items and Quantities for: Bridge, Roadway, drainage, pavement marking and signage.
- Cost Estimate
- Road Closure and Traffic Detour Plans
- Bridge Design calculations

- Drainage Calculations
- Final Geotechnical Report
- Addendums to Hydraulic Report
- If appropriate, Technical Special Provisions

100% Plans Submittal

Final Design reflecting the 90% comments and any agency comments that may have come up during the permitting of the project.

Project Final Submittal

The final submittal for the project will include the following Deliverables:

- Final Plans for the Project
    - AutoCAD Format editable by Miami-Dade County Public Works and Waste Management Department
- Computation Books
- Drainage Report – Signed and Sealed
- Soil Survey Report – Signed and Sealed
- Structural Geotechnical Report – Signed and Sealed
- Survey Field Books
- Final Cost Estimate
- 4 Sets of 11x17 plans on 20 bond paper – signed and sealed
- 2 Sets of 22x34 plans on 20 bond paper – signed and sealed
- 1 Set of 11x17 plans on 4 mill thick mylar – signed cover sheet

Post Design Services

Bidding and Pre-Construction Conference

Robayna and Associates, Inc. and Triangle Associates, Inc., will assist and or coordinate, as required, in the bidding process, pre-construction meetings, shop drawings review and approval.

During the construction processes Robayna and Associates will assist the County with responding to Requests for Information made by the general contractor, review of contractor's pay requisition's and limited inspections in the event there are items which the County needs clarified and as necessary to verify the pay requisitions. At the close of the project Robayna and Associates and its Team will review the as-builts documents for final engineer certifications. Unforeseen items during construction will be addressed on an hourly basis and design modifications made as necessary to keep the project on schedule.

FEE QUOTATION PROPOSAL

Consultant's Name:	Robayna and Associates, Inc.
Project Number:	E14-PWMM-05
Project Name:	Replacement of Bridge No. 874035, N MIAMI AVENUE N/O NW 146 STREET

Prepared by:	O. Robayna
Date:	3/16/2015
Revised:	3/25/2015

TOTAL LUMP SUM FEE BREAKDOWN BY ACTIVITY	Amount
Survey (R&A)	$ 18,798.74
Geotechnical Soil Survey(HRES)	$ 17,999.84
Master Plan (R&A)	$ 31,085.15
Environmental Engineering (R&A)	$ 8,075.50
Roadway Plans (R&A)	$ 54,732.43
Lighting Photometric Plans (R&A)	$ 5,309.92
Signing & Marking Plans (R&A)	$ 18,319.96
Drainage & Dredge Plans (R&A)	$ 29,824.40
Structural Plans (TAI)	$ 72,732.48
Permitting (R&A)	$ 11,947.32
Post Design Services (R&A)	$ 20,354.69
Post Design Services (TAI)	$ 5,472.00
Subtotal	***$ 294,652.43***
Printing Expenses (R&A)	$ 3,347.76
Maximum Lump Sum Fee	**$ 298,000.19**

R&A: Robayna and Associates, Inc.
HRES: HR Engineering Services, Inc.
TAI: Triangle Associates, Inc.

Non-Exclusive Professional Servcie Agreement Summary	
Professional Service Fees	**$ 257,853.85**
Master Plan & Public Invovement	$ 31,085.15
Design Phase	$ 200,942.01
Construction Phase	$ 25,826.69
Compensation for Other Services	**$ 40,146.34**
Printing and Reproductions	$ 3,347.76
Land and Engineering Field Services	$ 18,798.74
Soil Survey	$ 17,999.84
Total Compensation	**$ 298,000.19**

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EB-2, C-2
P-2
LBR-2
N Miami Ave
B-3
B-2
Removed from Scope
B-1
EB-1
C-1
P-1
LBR-1
S Biscayne River Dr
Memorial Hwy

N

14-9972

FEE QUOTATION PROPOSAL

Consultant's Name:	Robayna and Associates, Inc.
Project Number:	E14-PWMM-05
Project Name:	Replacement of Bridge No. 874035, N MIAMI AVENUE N/O NW 146 STREET

Prepared by:	O. Robayna
Date:	3/16/2015
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Total Compensation	**$ 298,000.19**

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ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent ROBAYNA AND ASSOCIATES, INC. FEIN # 59-2219073

Project/Contract Number E14-PWWM-05

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and 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.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Sub-consultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other
TRIANGLE ASSOCIATES, INC.	OSIRIS QUINTANA, PE	3.03 Bridge Design		1			1				3	3	1		5			
H.R. ENGINEERING SERVICES	HERNANDO R. RAMOS, PE	9.01, 9.02 Geotechnical	1				1											

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

☐ **Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.**

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent	Print Name	Print Title	Date
	RAFAEL L. ROBAYNA, PE	PRESIDENT	4/10/2015

SUB 100 Rev. 6/12

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

Robayna and Associates' (RAA) goal is to serve our clients with the best possible professional services, at the best value and to utilize the best sub-consultants with the specific expertise and talent to satisfy the scope of services of a particular project. To this end we select our team based on fair practices in the early stages of our teambuilding efforts taking in consideration the following selection criteria:

RAA will always make every effort possible to hire qualified SBE/CBE sub-consultants for all contracts that require outside services.

RAA will verify that the sub-consultants have the technical certifications and licenses required to provide specific professional services.

RAA will check the sub-consultants' reputation and tract record in completing similar assignments to assure that the best product quality is achieved.

RAA will make and assessment of the sub-consultants and discuss with them their manpower and capabilities to assure they feel comfortable with been able to achieve the project task involved within a reasonable time schedule.

Small firms that already have tact record of successfully working with us in other projects will be also considered, provided they meet all the requirements above.

Robayna and Associates' Management will provide fair evaluation of our sub-consultants with the emphasis in hiring qualified local firms with proper qualifications and capabilities to perform the required services within schedule. RAA understands that partnering with upcoming local firms with the required talent is in the best interest of the community and is crucial to the projects' success.

RAA understands the need and share the Goal with Miami-Dade County to create opportunities for local talent to participate in local projects. It is the Goal of Robayna and Associates, Inc. to work together with our clients to give fair opportunities to match them with qualified talent to better our community and provide solutions to upcoming challenges.

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: President Date: 4-10-2015

Proposer's Name: Robayna And Associates, Inc.

Miami-Dade County
Internal Services Department
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : ISD E14-PWWM-05 **Federal Employer Identification Number (FEIN):** 59-2119073

Contract Title: DESIGN SERVICES FOR THE REPLACEMENT OF THE NORTH MIAMI AVENUE BRIDGE (No. 874035) NORTH OF NW 146 STREET.

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

RAFAEL L. ROBAYNA	PRESIDENT	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
ROBAYNA AND ASSOCIATES, INC.		04/13/2015
Name of Firm		Date
5723 N.W. 158TH STREET, MIAMI LAKES	FL	33014
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this Thirteen day of, April 20 15

by Rafael L. Robayna He or she is personally known to me ✓ or has produced identification ☐

Type of identification produced

Maria M. Montilla
Signature of Notary Public

EE157742
Serial Number

Maria Montilla
Print or Stamp of Notary Public

January 08, 2016
Expiration Date

Notary Public Seal
MARIA M MONTILLA
MY COMMISSION # EE157742
EXPIRES January 08, 2016
(407) 398-0153 FloridaNotaryService.com

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