

Memorandum



Date: March 16, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

TPW
Agenda Item No. 3I

Subject: Contract Award Recommendation in the Amount of \$2,284,315.62 Between Gannett Fleming, Inc. and Miami-Dade County, for the Project Entitled Roadway Improvements to NW 25 Street from NW 117 Avenue to NW 87 Avenue

Recommendation

This recommendation for Award for Professional Services Agreement (PSA) Contract No. 20150080 has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval.

Delegation of Authority

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

Scope

PROJECT NAME: Roadway Improvements to NW 25 Street from NW 117 Avenue to NW 87 Avenue

PROJECT NO: P: WIDEN ROADS COUNTYWIDE (P2000000540)

CONTRACT NO: 20150080

PROJECT DESCRIPTION:

DTPW needs to establish a non-exclusive Professional Services Agreement (PSA) to provide professional engineering design services and preparation of complete construction plans. The services are to include master planning and public involvement for the reconstruction of the existing roadway from a four (4) lane road to a six (6) lane road with raised medians, sidewalks on the south side, a bicycle/pedestrian path on the north side of the roadway with appropriate structural supporting system for the path, curb and gutters, stormwater drainage system, pavement marking and signage, traffic signalization, roadway lighting, environmental permitting, and construction administration services. The project length is approximately three (3) miles.

PROJECT LOCATION:

NW 25 Street from NW 117 Avenue to NW 87 Avenue

PROJECT SITE:

3000595 – NW 25 Street from NW 117 Avenue to NW 87 Avenue

**PRIMARY
COMMISSION**

DISTRICT: District 12, which is represented by Commissioner Jose "Pepe" Diaz

APPROVAL PATH: Board of County Commissioners (Board)

USING

DEPARTMENT: Department of Transportation and Public Works

MANAGING

DEPARTMENT: Department of Transportation and Public Works

Fiscal Impact/Funding Source

The fiscal impact will be approximately \$2,284,315.62 for the design services of the roadway improvements. The work is to be funded through Road Impact Fee (RIF) District 1. Any other applicable funding source, except People's Transportation Plan, may subsidize this contract subject to Board approval.

FUNDING

SOURCES:	<u>SOURCES</u>	<u>PROJECT NO.</u>	<u>AMOUNT</u>
	Road Impact Fees	P2000000540	\$2,284,315.62

OPERATIONS/

MAINTENANCE COST

IMPACT / FUNDING: This agreement is for design services. Once the project is constructed, the fiscal impact on the estimated annual maintenance and operation costs are approximately \$19,861.69 and \$5,000.57, respectively. The anticipated funding source is general fund.

LIFE EXPECTANCY

OF ASSET: The life expectancy of the completed project is approximately 25 years.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET

PROJECTS:	<u>CAPITAL BUDGET PROJECT # - DESCRIPTION</u>	<u>AMOUNT</u>
	# P2000000540 - P; WIDEN ROADS COUNTYWIDE	\$2,284,315.62

**PROJECT
TECHNICAL
CERTIFICATION
REQUIREMENTS:**

<u>CODE</u>	<u>DESCRIPTION</u>
Prime 1.01	URBAN AREA AND REGIONAL TRANSPORTATION PLANNING
Prime 3.02	HIGHWAY SYSTEMS – HIGHWAY DESIGN
Prime 10.01	ENVIRONMENTAL ENGINEERING – STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
Prime 11.00	GENERAL STRUCTURAL ENGINEERING
Other 3.09	HIGHWAY SYSTEMS – SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
Other 3.10	HIGHWAY SYSTEMS - LIGHTING
Other 3.11	HIGHWAY SYSTEMS - SIGNALIZATION
Other 3.12	UNDERWATER ENGINEERING INSPECTION
Other 10.05	CONTAMINATION ASSESSMENT AND MONITORING
Other 10.06	REMEDIAL ACTION PLAN
Other 10.07	REMEDIAL ACTION PLAN IMPLEMENTATION/OPERATION MONITORING

**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:**

Eight (8) Proposals

**CONTRACT
PERIOD:**

1095 days, including 365 days for post-design services during construction. This Agreement shall remain in full force and effect for three (3) years after its date of execution or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties hereto.

**IG FEE INCLUDED IN
BASE CONTRACT:** Yes

**ART IN PUBLIC
PLACES:** No

BASE ESTIMATE: \$2,076,650.56. This base estimate was based on the design effort only and did not include professional services for Land Surveying, Aerial Photogrammetry, or Geotechnical testing. These services will be provided through DTPW's pool contracts.

**BASE CONTRACT
AMOUNT:** \$2,076,650.56

CONTINGENCY ALLOWANCE: (SECTION 2-8.1 MIAMI-DADE COUNTY CODE)	<u>TYPE</u>	<u>PERCENT</u>	<u>AMOUNT</u>	<u>COMMENT</u>
	Design	10%	\$207,665.06	

**TOTAL DEDICATED
ALLOWANCE:** \$0.00

TOTAL AMOUNT: \$2,284,315.62

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 187-12.

EXPLANATION: On May 24, 2016, a Notice to Professional Consultants (NTPC) was issued under full and open competition. A project briefing meeting was conducted on June 1, 2016, which was open to all interested parties. One (1) addendum was issued on June 2, 2016. At the First Tier meeting held on August 23, 2016, the Competitive Selection Committee (CSC) reviewed eight (8) proposals. Upon conclusion of the scoring phase, Gannett Fleming, Inc. prevailed as the top ranking firm, with Kimley-Horn, Inc. as the second ranked firm. Following the scoring, Gannett Fleming, Inc. was recommended as the highest ranked firm to the Mayor for approval to negotiate a contract.

On October 4, 2016, November 8, 2016, and November 17, 2016,
negotiation meetings were held with the firm.

SUBMITTAL DATE: June 27, 2016

**ESTIMATED NOTICE
TO PROCEED:** April 17, 2017

**PRIME
CONSULTANT:** Gannett Fleming, Inc.

**COMPANY
PRINCIPAL:** Jose Abreu, P.E.

**COMPANY
QUALIFIERS:** Naldo Gonzalez, P.E., Alina Fernandez, P.E., Carlos Cejas, P.E.,
Gregory Dover, P.E.

**COMPANY EMAIL
ADDRESS:
COMPANY STREET
ADDRESS:** 7300 Corporate Center Dr. #701
COMPANY CITY- Miami, FL 33126
STATE-ZIP:

**YEARS IN
BUSINESS:** 100 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, Gannett Fleming,
Inc., has been awarded seven (7) contracts with the County in the last five
(5) years.

**SUB-
CONSULTANTS:** Marlin Engineering, Inc.
HBC Engineering, Inc.
Professional Service Industries, Inc.

**MINIMUM
QUALIFICATIONS
EXCEED LEGAL
REQUIREMENTS:** No

**REVIEW
COMMITTEE:** Signoff Date: 10/21/2015

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

**REVIEW
COMMITTEE
ASSIGNED
CONTRACT
MEASURES:**

TYPE
SBE/AE

GOAL
30%

COMMENT
Goal

**MANDATORY
CLEARING
HOUSE:** No

**CONTRACT
MANAGER:** Leandro Oña, P.E.

**PROJECT
MANAGER:** Octavio Marin, M.S., P.E.

BACKGROUND: DTPW has commissioned the evaluation for the feasibility of expanding NW 25 Street from the existing four (4) lane divided roadway to a six (6) lane divided roadway. NW 25 Street services industrial areas from east of State Road 826 to west of the Homestead Extension of the Florida's Turnpike. Current and future development within these industrial zones depends on the project corridor to carry its cargo through the roadway network. This corridor is seen as a critical link that connects the commercial and warehouse areas within the City of Doral to Miami International Airport (MIA) via the NW 25 Street Viaduct recently completed by the Florida Department of Transportation. NW 25 Street also provides the most direct access to the cargo and maintenance facilities located on the west side of MIA. The purpose and need of this project is to provide an adequate facility that will serve the local traffic generated by the industrial neighborhood as well as the traffic accessing SR 826 and the NW 25 Street Viaduct connection to the cargo facilities at MIA. The proposed project improvements will take under consideration the feasibility study and recommended alternative prepared by RS&H, Inc. dated August 2015.

Honorable Chairman Esteban Bovo, Jr.
and Members, Board of County Commissioners

Page No. 7

FINANCE:


DTPW FINANCE OFFICER

12/19/16
DATE

INDEX CODES: CPEMT01C

BUDGET
APPROVAL
FUNDS AVAILABLE:


OMB DIRECTOR

12/23/16
DATE

APPROVED AS TO
LEGAL
SUFFICIENCY:


COUNTY ATTORNEY

1/19/17
DATE

APPROVED FOR
EXECUTION:


CARLOS A. GIMENEZ
MAYOR

2/9/17
DATE



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: April 4, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No.

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

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT AWARD IN THE AMOUNT OF \$2,284,315.62 BETWEEN GANNETT FLEMING, INC. AND MIAMI-DADE COUNTY FOR DESIGN SERVICES FOR THE PROJECT ENTITLED ROADWAY IMPROVEMENTS TO NW 25 STREET FROM NW 117 AVENUE TO NW 87 AVENUE, LOCATED WITHIN COMMISSION DISTRICT 12 (PROJECT NO. E15-PWWM-11); CONTRACT NUMBER 20150080; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY 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 for Design Services in an amount not to exceed \$2,284,315.62 to Gannett Fleming, Inc. for the Project entitled "Roadway Improvements to NW 25 Street from NW 117 Avenue to NW 87 Avenue" (Project No. E15-PWWM-11; Contract No. 20150080) in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute the agreement.

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

Esteban L. Bovo, Jr., Chairman

Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro

Jose "Pepe" Diaz

Barbara J. Jordan

Jean Monestime

Rebeca Sosa

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Joe A. Martinez

Dennis C. Moss

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of April, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

LB

Hugo Benitez

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

Design Services for Roadway Improvements to NW 25 Street from NW
117 Avenue to NW 87 Avenue
PROJECT No. E15-PWWM-11

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 Gannett Fleming, 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
Roadway Improvements to NW 25 Street from NW 117 Avenue to NW 87
Avenue.

PROFESSIONAL SERVICES AGREEMENT

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SECTION I - COUNTY OBLIGATIONS

The Director of the Department of Transportation and Public Works , 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 Department of Transportation and Public Works 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.
5. All required survey for the project.
6. All required soil survey investigation and report for the project.
7. All required aerial photogrammetry for the project.
8. The COUNTY will provide available utility information to the ENGINEER. At the ENGINEER's request, the COUNTY can ask the utility owner to verify vertical elevation and horizontal location of their facilities.
9. The COUNTY will provide environmental studies and Investigation if required.

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 Phase

Upon receipt of written authorization from the Director to proceed with the Master Plan Phase of the project, the ENGINEER shall visit the site of the proposed work and become thoroughly familiar with all conditions and

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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 "Typical Sections", roadway alignment (2 concepts), 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 as well as one (1) meeting with the Commissioner. 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 reconstruction of the existing road from a four (4) lane road to a six (6) lane road with raised median, sidewalk on the south side, bicycle/pedestrian path on the north side of the roadway with appropriate structural supporting system for the path, curb & gutters, stormwater drainage system, pavement marking and signage, traffic signalization, roadway lighting, environmental permitting, and construction administration services. 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 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 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, 11"x17" Mylar stock (4 mils thick with signed Cover Sheet), 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:

- Cover Sheet
- Typical Section
- Summary of Quantities
- Plan and Profiles
- Intersecting Street Profiles
- Drainage Structures
- Cross Sections
- Lighting Plans
- Marking and Signing Plans
- Maintenance of Traffic / Construction Phasing Plans.

9. Prepare and submit to the COUNTY an Opinion of Probable Construction Cost, at the 60%, 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. Construction Phase

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 five (5) 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 eighteen (18) months including Master Plan Phase. 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 material men, suppliers, or subconsultants/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 Phase

For service rendered pursuant to the Master Plan 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 roadway "Typical Section(s)", alignment(s), drainage system, connection to adjacent roadways and Public-Meetings as well as requirements for maintenance of traffic, utilities, and ADA access , the lump sum fee of \$38,475.00

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:

a. 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, excluding traffic signals, the lump sum fee of

\$1,696,219.00

- b. For the complete design of new traffic signals and/or upgrade of existing traffic signals included in the project, the preparation of their construction plans and specifications, and all incidental work thereto, the lump sum fee of

\$113,244.75

In the event design of additional signals is required for the project, and such work is authorized by the Director, the ENGINEER shall receive the following lump sum fees for performance of said work:

- Design of new standard signals and/or upgrade of existing standard signals \$12,568.50
- Design of new pedestrian signals and/or upgrade of existing pedestrian signals \$10,054.80

- c. The total of all regular fee payments to the ENGINEER for services rendered pursuant to the Design Phase shall be \$1,809,463.75, provided no additional work, as defined in Section VI hereof, is requested and authorized by the Director.

3. Construction Phase

In accordance with the terms and conditions of this Agreement, including responses to pre-bid RFIs and pre-construction 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 \$203,711.81. 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 \$2,051,650.56, 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 \$10,000.

2. Public Involvement Plan (PIP)

The COUNTY shall compensate the ENGINEER for 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 fee for this work shall be the lump sum fee of \$15,000.

C. Total Compensation

The total of all costs associated with accomplishing the work under the terms of this Agreement shall be \$2,076,650.56, 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 2.20 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 \$140.00 .

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:

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. Contingency 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 \$207,665.06 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

\$2,284,315.62 .

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. Design 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 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 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. 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.
3. The retained amount shall be paid in full to the ENGINEER after the date of final acceptance of the Construction Phase work by the Director.

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 be 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 Department of Transportation and Public Works 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 Small Business Enterprise (SBE) program. The established SBE participation measure is 28%.

A. Sub-consultant(s)

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

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 Department of Transportation and Public Works 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 three (3) years after its date of execution or until completion of all project phases, whichever occurs last, unless terminated by mutual consent of the parties hereto 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

The 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. The 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. The Engineer expressly understands

and agrees that any insurance protection required by this Agreement or otherwise provided by the 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 Department of Transportation and Public Works, 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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

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

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.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

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.

SECTION XXVII - AFFIRMATIVE ACTION

The ENGINEER's Affirmative Action Plan submitted pursuant to Ordinance 82-37 and 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 ENGINEER to issue prompt payments, and have the same dispute resolution procedures as the COUNTY, for all small business subcontractors. Failure of the ENGINEER 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

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

By: _____

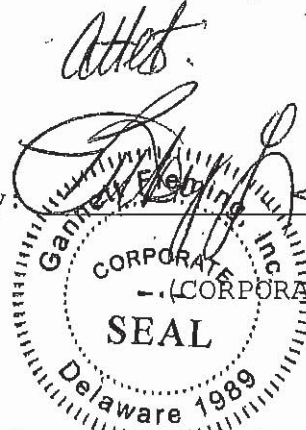
By: _____

Carlos A. Gimenez
County Mayor

~~ATTEST:~~

By: Naldo Gonzalez
Naldo Gonzalez / Vice President

By: Ruby L. Ile
Assistant Secretary

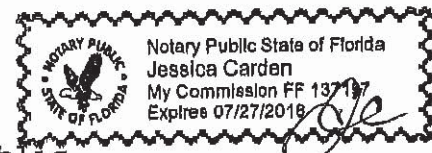


STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 12th day of December, 2016, by Naldo Gonzalez, as Vice President, and Ruby Ile, as Secretary, of Gannett Fleming, Inc., a _____, 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.

Jessica Carden
FF137197

Notary Public
Serial Number



Approved as to form
and legal sufficiency.

Assistant County Attorney

EXHIBIT "A"

Requirements for Phase Development and Submittals

Master Plan and 30% Phase

- Typical Section(s)
- Roadway Alignment(s)
- Connections to Adjacent Roadways
- Prepare and Conduct Public Meeting
- Preliminary Opinion of Probable Construction Cost
- Traffic Analysis (as required)
- Cover sheet
- Back of Sidewalk Profiles
- Typical Section(s)
- Plan and Profiles (Proposed horizontal road layout to include existing topography & utilities, R/W, geometry, survey reference points; Vertical layout to include existing and proposed PGL & utilities)
- Cross Sections (existing and proposed)
- Coordination with applicable jurisdictional permitting agencies
- Value Engineering (Applies for projects > \$5,000,000)

60% Phase

- Substantial completion of items submitted at 30%.
- General Notes (edited)
- Plan and Profile (Drainage structures and Exfiltration Trench)
- Drainage Report (final)
- Drainage Structures Sheets (showing utilities)
- Summary of Pay Items
- Plateau Intersections - Major streets
- Minor Intersecting street profiles
- Special Profiles
- Pavement markings & signing and notes (without complete tabulation of quantities)
- Lighting plans (Pole and conduit layout, pole data, schematic wiring diagram, FPL service points, details, notes and report) (without complete tabulation of quantities)
- Tree Removal/Relocation plan (without details) (as required)
- Submittal to applicable jurisdictional agencies for review and approval/permits
- Opinion of Probable Construction Cost

90% Phase

- Substantial completion of items submitted at 60%.
- Miscellaneous details and tabulation of quantities (roadway, drainage, lighting, marking and signage, landscaping, etc.)
- Maintenance of traffic/Phasing plans (typical sections and notes)
- Opinion of Probable Construction Cost

100% Phase

- Complete design to reflect the review comments from the 90% phase
- Opinion of Probable Construction Cost

Project Final Submittal Requirements

- Final design to reflect the review comments from the 100% submittal
- One set of half size (11"x17") mylar originals (4 mil thick) w/ signed coversheet
- CAD Files
- Computation Books
- Drainage Report (signed and sealed)
- Lighting Report (signed and sealed)
- Final Opinion of Probable Construction Cost
- Four half size sets (11"x17") of plans (signed and sealed)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900		CONTACT NAME: Janice Bolton PHONE (A/C, No., Ext.): 717-761-4600, Ext. 3031 FAX (A/C, No.): 717-761-6159 E-MAIL ADDRESS: Email: JBolton@GunnMowery.com	
INSURED Gannett Fleming, Inc. P.O. Box 67100 Harrisburg, PA 17106-7100		INSURER(S) AFFORDING COVERAGE INSURER A: PA Manufacturers' Assoc Ins Co. INSURER B: PA Manufacturers Indemnity Co. INSURER C: INSURER D: INSURER E: INSURER F:	
6895		NAIC # 12262 41424	

COVERAGES

CERTIFICATE NUMBER: 995644544

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	3016012907384A 3016012907384B	2/1/2016 2/1/2016	2/1/2017 2/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ COMP. \$1,000 ☒ COLL. \$1,000	Y	Y	1516012907384	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y N/A	2016012907384A 2016012907384B	2/1/2016 2/1/2016	2/1/2017 2/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000* E.L. DISEASE - EA EMPLOYEE \$1,000,000* E.L. DISEASE - POLICY LIMIT \$1,000,000*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Effective 02/01/2016 Limit \$500,000. Effective 03/29/2016 limit increased to \$1,000,000.
1008-0 Project No. E15-PWMM-11; Design Services for Roadway Improvements. The following are considered as Additional Insureds for General Liability policy as per written contract: Miami-Dade County and the Department of Transportation and Public Works. [VI-Miami]

CERTIFICATE HOLDER

CANCELLATION 90

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Janice E. Bolton



CERTIFICATE OF LIABILITY INSURANCE

6/1/2017

DATE (MM/DD/YYYY)

12/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lookton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1361922 GANNETT FLEMING, INC. PO BOX 67100 HARRISBURG PA 17106-7100	INSURER A : Lexington Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES + CERTIFICATE NUMBER: 14419904 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	020720848	6/1/2016	6/1/2017	\$10,000,000 PER CLAIM; \$10,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1008-0 Project No. ELS-PWWM-11; Design Services for Roadway Improvements [VI-Miami]

CERTIFICATE HOLDER

14419904
MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI FL 33128

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello



**Miami-Dade County
Internal Services Department
Procurement Management Division
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. : E15-PWWM-11 **Federal Employer Identification Number (FEIN):** 25-1613591

Contract Title: Design Services for Roadway Improvements to NW 25 Street from NW 117 Avenue to NW 87 Avenue

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(f) and 2-11(b)(1) of the County Code through (6) and (8) 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) of 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

Naldo Gonzalez Vice President 
Printed Name of Affiant Printed Title of Affiant Signature of Affiant

Gannett Fleming, Inc. 12/5/2016
Name of Firm Date

7300 NW 19th St, Suite 701 Florida 33126
Address of Firm State Zip Code

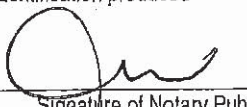
Notary Public Information

Notary Public – State of Florida County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 5th day of, December 20 16

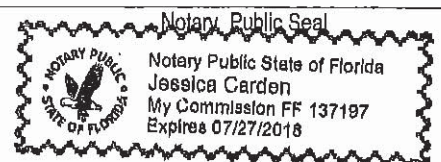
by Naldo Gonzalez He or she is personally known to me ☒ or has produced identification ☐

Type of identification produced N/A


Signature of Notary Public
Jessica Garden
Print or Stamp of Notary Public

7/27/2018
Expiration Date

FF 137197
Serial Number



60



Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

**Internal Services Department (ISD)
Procurement Management Services Division
Vendor Services Section**111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974

Telephone: 305-375-5773

www.miamidade.gov/procurement

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. **It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the ISD, Procurement Management Services Division, Vendor Services Section.**

**FEDERAL EMPLOYER
IDENTIFICATION NUMBER (FEIN)**

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "County Vendor Number". Please enter your Federal Employee Identification Number (FEIN) or if none, then enter the owner's Social Security Number (SSN).

**FEIN**

25-1613591

**NORTH AMERICAN INDUSTRY
CLASSIFICATION SYSTEM (NAICS)**

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

**NAICS Code**

541330

SECTION 2: VENDOR AFFIDAVITS FORM (pages 5-8)

Gannett Fleming, Inc.

A) Name of Entity, Individual(s), Partners or Corporation**B) Doing Business As (If same as line A, leave blank)**

207 Senate Ave

Camp Hill

PA

US

17011

Street Address (P.O. Box Number is not permitted)

City

State (U.S.A.)

Country

Zip Code

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS

OWNERS**CHECK BOXES BELOW**

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	GENDER		RACE / ETHNICITY						
				M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan Native	Other	
Gannett Fleming Affiliates, Inc		100%	1105 North Market St., Suite 1300, Wilmington, DE 19801									

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS

	% OF OWNERSHIP

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2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No x
2. Does your firm provide paid health care benefits for its employees? Yes x No _____
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

		NUMBER OF EMPLOYEES	
		Males	Females
White		1261	413
Black		48	30
Hispanic		52	24
Asian/Pacific Islander		75	27
Native American/Alaskan Native		1	
Other		16	9
Total Number of Employees		1456	504
		1960	
		Total Employees	

3. MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION

(Section 2-8.1.2(b) of the Miami-Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firm's policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

4. MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

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5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firm's agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

6. MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT

(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade 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)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

9. MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

Naldo Gonzalez

(Signature of Affiant)

December 6, 2016

(Date)

Naldo Gonzalez

Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public —

State of: Florida

State

Miami-Dade

County of

SUBSCRIBED AND SWORN TO (or affirmed) before me this

12th

day of

December

20 16

by Naldo Gonzalez

He or she is personally known to me ☒

Or has produced identification ☐

Type of Identification Produced

N/A

Jen

Signature of Notary Public

Jessica Carden

Print or Stamp of Notary Public

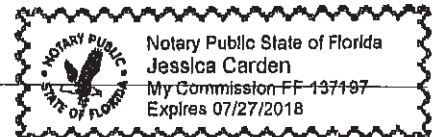
FF 137197

(Serial Number)

7/27/2018

Expiration Date

Notary Public Seal
(When applicable)





MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

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:

Gannett Fleming, Inc. maintains an ISO certified quality management system governing the award of subcontracts wherein Gannett Fleming carefully evaluates potential subcontractors during the project pursuit and execution stages. The process involves three phases – subcontractor selection, subcontractor quality verification (pre and post deliverables), and subcontractor post-assignment review.

Prior to the subcontractor selection process, Gannett Fleming establishes project-specific selection criteria. During the selection process, Gannett Fleming evaluates criteria which include: previous good experience; DBE qualifications; known expertise; proximity of subcontractor's resources to client, site or other important location; and client recommendation. When evaluating a subcontractor's performance, Gannett Fleming considers the following criteria: technical quality; timeliness, cost effectiveness; dependability/reliability; cooperation; communication; and performance. If available, Gannett Fleming will compare a subcontractor's qualifications and previous performance against said criteria.

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

Signature of Authorized Representative: _____

Title: _____

Date: _____

Proposer's Name: _____

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 Gannett Fleming, Inc.

FEIN # 25-1613591

Project/Contract Number Design Services for Roadway Improvements - NW 25th St from NW 117th Ave to NW 87th Ave, Contract No. 20150080

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				Employee(s)												
			(Enter the number of male and female owners by race/ethnicity)				(Enter the number of male and female employees and the number of employees by race/ethnicity)												
			Gender	White	Black	Hispanic	Race/Ethnicity	Gender	White	Black	Race/Ethnicity								
Professional Service Industries, Inc. 6500 NW 12th Avenue, Suite 116 Fort Lauderdale, FL 33309	PSI Acquisitions	Environmental Consulting																	
Marlin Engineering, Inc. 2191 NW 97th Ave, Doral, FL 33172	Ramon Soria	3.02, 3.09, 3.10, 3.11, 3.12	1			1													
HBC Engineering Company 13155 SW 134 Street, Suite 207 Miami, FL 33186	Adebayo Coker	3.02, 10.01	1		1														

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

☐ 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 Naldo Gonzalez

Print Name Naldo Gonzalez

Vice President

Date 12/5/2016