

Memorandum



Date: August 31, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(N)(2)

From: Carlos A. Gimenez
Mayor

A blue ink signature of Carlos A. Gimenez, Mayor of Miami-Dade County.

Resolution No. R-863-20

Subject: Contract Award Recommendation in the Amount of \$590,660.53 to ADA Engineering, Inc., for the Project Entitled Design Services for Roadway Improvements to NW 12 Street for Bus Only Lanes from the Dolphin Park and Ride Facility to NW 114 Avenue, and Authorizing the use of Charter County Transportation Surtax Funds for Such Purposes.

Recommendation

This recommendation for Award for Professional Services Agreement (PSA) Contract No. 20180222 has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval.

This item is placed for Board review pursuant to Miami-Dade County Code Section 29-124(f). The Board may only consider this item if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the issuance of this recommendation. If CITT has not forwarded a recommendation and 45 days have not elapsed since the issuance of this recommendation, a withdrawal of this item will be requested.

Delegation of Authority

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

Scope

PROJECT NAME: Design Services for Roadway Improvements to NW 12 Street for Bus Only Lanes from the Dolphin Park and Ride Facility to NW 114 Avenue

PROJECT NO: E18-DTPW-09

CONTRACT NO: 20180222

PROJECT

DESCRIPTION: DTPW needs to establish a non-exclusive PSA, to provide professional engineering design services and preparation of complete construction plans to include master planning and public involvement for improvements to the existing NW 12 Street roadway. The project consists of widening and resurfacing of NW 12 Street from the Dolphin Park and Ride Facility to NW

114 Avenue. The project will increase capacity for existing left turn and right turn lanes as well as provide new left turn and right turn lanes along NW 12 Street. Exit ramps from the Florida Turnpike, and the right turn lane exit from the Dolphin Mall at NW 114 Ave will be improved. The project will also add new Bus Only lanes to service the new Dolphin Park and Ride facility. The project will include new storm drainage system, pavement markings and signage, intersection and signalization improvements, roadway lighting, permitting, culvert extension and construction administration services. The project length is approximately 0.65 miles.

**PROJECT
LOCATION:**

NW 12 Street from the Dolphin Park and Ride Facility to NW 114 Avenue

**PRIMARY
COMMISSION
DISTRICT:**

Commission District 12, which is represented by Commissioner Jose “Pepe” Diaz

**APPROVAL
PATH:**

Board of County Commissioners

**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 \$590,660.53 for the design of the roadway. The work is to be funded through the People’s Transportation Plan District 12. Any other applicable funding source, except the People’s Transportation Plan (PTP), may subsidize this contract subject to Board of County Commissioners approval.

**FUNDING
SOURCES:**

<u>SOURCE</u>	<u>PROJECT NO.</u>	<u>SITE#</u>	<u>AMOUNT</u>
PTP	671610	3001030	\$590,660.53

**OPERATIONS/
MAINTENANCE
COST**

IMPACT / FUNDING:

This agreement is for design services. Once the project is constructed the estimated annual operation and maintenance costs are approximately \$10,923.14 and \$11,906.96 respectively. The anticipated funding source is general funds.

LIFE EXPECTANCY

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

PTP FUNDING: Yes

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET

PROJECTS: **CAPITAL BUDGET PROJECT # - DESCRIPTION**
AMOUNT

671610 – Park and Ride-Transit Projects
\$590,660.53
Adopted Budget Volume 2, page 152
Funding Years: FY 2019-20

**PROJECT
SITES:**

<u>SITE #</u>	<u>LOCATION</u>	<u>DIST.</u>	<u>ESTIMATE</u>	<u>T-R-S</u>
3001030	NW 12 Street from SR 836 to NW 114 Ave	CD12	\$590,660.53	53-39-36 53-39-51 53-40-31 53-40-56

**PROJECT
TECHNICAL
CERTIFICATION**

REQUIREMENTS:	<u>TYPE</u>	<u>CODE</u>	<u>DESCRIPTION</u>
	Prime	3.02	HIGHWAY SYSTEMS – MAJOR HIGHWAY DESIGN
	Prime	10.01	ENVIRONMENTAL ENGINEERING – STORMWATER DRAINAGE DESIGN ENGINEERING SERVICE
	Other	3.03	BRIDGE DESIGN
	Other	3.04	HIGHWAY SYSTEMS – TRAFFIC ENGINEERING STUDIES
	Other	3.05	HIGHWAY SYSTEMS – TRAFFIC COUNTS

Other	3.09	HIGHWAY SYSTEMS – SIGNING, PAVEMENT MARKING, AND CHANNELIZATION
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING – GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES
Other	3.11	HIGHWAY SYSTEMS - SIGNALIZATION
Other	3.10	HIGHWAY SYSTEMS – LIGHTING
Other	3.12	UNDERWATER ENGINEERING INSPECTION

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

Does the project qualify for compliance with the Sustainable buildings Ordinance? N/A

SEA LEVEL RISE: Sea level will be considered as part of the design when applicable.
(ORDINANCE 14-79)

PROPOSALS RECEIVED:

Five (5) Proposals

CONTRACT PERIOD:

The estimated contract period is 1,095 Days, including 365 days for post-design services during construction. This PSA shall remain in full force and effect for three 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: \$536,964.12. This base estimate was based on the design effort and Geotechnical testing only and does not include professional services for Land Surveying, which will be provided by the Department of Transportation and Public Works.

BASE CONTRACT AMOUNT:

\$536,964.12

CONTINGENCY	<u>TYPE</u>	<u>PERCENT</u>	<u>AMOUNT</u>	<u>COMMENT</u>
ALLOWANCE:	Design	10%	\$53,696.41	
(SECTION 2-8.1	Total			
MIAMI-DADE				
COUNTY				
CODE)				

**TOTAL DEDICATED
ALLOWANCE:** \$0.00

TOTAL AMOUNT: \$590,660.53

**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 No. R-187-12.

EXPLANATION: On April 16, 2019 a Notice to Professional Consultants, (NTPC), was issued under full and open competition. A project briefing meeting was conducted on April 23, 2019 that was open to all interested parties.

At the First-Tier meeting held on July 19, 2019 the Competitive Selection Committee, (CSC), reviewed the five (5) proposals. At this meeting it was determined that ADA Engineering, Inc. met the minimum qualifications and demonstrated its relevant experience with the project as required by the NTPC. The CSC evaluated and ranked the firm first and decided by a unanimous vote to recommend the selection of ADA Engineering, Inc. to the Mayor for approval to negotiate a contract.

**SUBMITTAL
DATE:** November 22, 2019

**ESTIMATED
NOTICE
TO PROCEED:** February 24, 2020

**PRIME
CONSULTANT:** ADA Engineering, Inc

COMPANY

PRINCIPALS: Alberto Argudin, P.E.

COMPANY

QUALIFIER: Alberto Argudin, P.E.

COMPANY EMAIL

ADDRESS: iargudin@adaeng.net

COMPANY STREET

ADDRESS: 8550 NW 33rd Street, Suite 202

COMPANY CITY-

STATE-ZIP: Doral, FL 33122

YEARS IN

BUSINESS: 38 years

PREVIOUS

CONTRACTS WITH

COUNTY IN THE

LAST FIVE YEARS: According to the Firm History Report provided by the Internal Services Department, Division of Small Business Development, ADA Engineering, Inc. has been awarded five (5) contracts with Miami-Dade County with a total value of \$6,105,500.00.

SUB- CONSULTANTS: Robayna and Associates, Inc.; Richard Garcia and Associates, Inc.; Marlin Engineering, Inc.; HR Engineering Services, Inc.; Cyriacks Environmental Consulting Services, Inc.; GSLA Design.

MINIMUM

QUALIFICATIONS

EXCEED LEGAL

REQUIREMENTS: No

REVIEW

COMMITTEE:

Signoff Date:

APPLICABLE

WAGES

(RESOLUTION

NO. R-54-10): No

REVIEW

COMMITTEE

ASSIGNED:

CONTRACT MEASURES:	<u>TYPE</u>	<u>GOAL</u>	<u>COMMENT</u>
	Tier 3 Set Aside	100%	Goal

**MANDATORY
CLEARING
HOUSE:** No

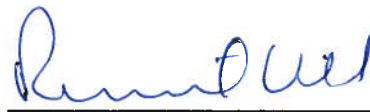
**CONTRACT
MANAGER:** Leandro Oña, P.E. (305) 375-1909 ljo@miamidade.gov

**PROJECT
MANAGER:** Joan M. Fabian, P.E. (305) 375-3971 joan.fabian@miamidade.gov

BACKGROUND: The existing road consists of six lanes with curb and gutter, median, drainage, sidewalk on the north side and lighting. The project consists of widening and resurfacing of NW 12 Street from the Dolphin Park and Ride Facility to NW 114 Avenue. The project will increase capacity for existing left turn and right turn lanes as well as provide new left turn and right turn lanes along NW 12 Street. Exit ramps from the Florida Turnpike and the right turn lane exit from the Dolphin Mall at NW 114 Ave will be improved. The project will also add new Bus Only lanes to service the new Dolphin Park and Ride facility. The project will include new storm drainage system, pavement markings and signage, intersection and signalization improvements, roadway lighting, permitting, culvert extension and construction administration services.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
Page No. 8

DEPARTMENT
FINANCE:



DTPW FINANCE OFFICER

3/16/2020
DATE

INDEX CODES: MTCIP150NW12. MTPTPF. PTIRPL.99123

BUDGET
APPROVAL
FUNDS AVAILABLE:


OMB DIRECTOR

3/19/2020
DATE

APPROVED AS TO
LEGAL
SUFFICIENCY:


COUNTY ATTORNEY

4/29/2020
DATE

APPROVED FOR
EXECUTION:

for 
CARLOS A. GIMENEZ
MAYOR

4/29/2020
DATE



MEMORANDUM (Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 8, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(2)
8-31-20

RESOLUTION NO. R-863-20

RESOLUTION APPROVING AWARD OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN ADA ENGINEERING, INC. AND MIAMI-DADE COUNTY FOR THE PROJECT ENTITLED DESIGN SERVICES FOR ROADWAY IMPROVEMENTS TO NW 12 STREET FOR BUS ONLY LANES FROM THE DOLPHIN PARK AND RIDE FACILITY TO NW 114 AVENUE (PROJECT NO. E18-DTPW-09 CONTRACT NUMBER 20180222) IN AN AMOUNT NOT TO EXCEED \$590,660.53, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF \$53,696.41; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND FURTHER AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR THIS PROJECT WHICH WAS ADDED TO THE PEOPLE'S TRANSPORTATION PLAN FISCAL YEAR 2018-2023 FIVE-YEAR IMPLEMENTATION PLAN ON MARCH 6, 2018

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

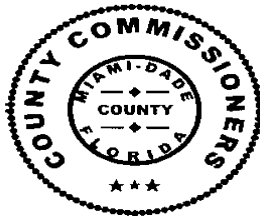
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the award of a Professional Services Agreement, in substantially the form attached hereto, between ADA Engineering, Inc. and Miami-Dade County for the project entitled Design Services for Roadway Improvements to NW 12th Street for Bus only lanes from the Dolphin Park and Ride Facility to NW 114th Avenue (Project No. E18-DTPW-09 Contract Number 20180222), in an amount not to exceed \$ 590,660.53, inclusive of a contingency allowance of \$53,696.41; authorizes the County Mayor or the County Mayor's designee to execute the agreement and to

exercise all provisions contained therein; and authorizes the use of Charter County Transportation Surtax Funds for this project which was added to the People's Transportation Plan fiscal year 2018-2023 Five-Year Implementation Plan on March 6, 2018.

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

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	absent	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 31st day of August, 2020. 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Annery Pulgar Alfonso

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT

Design Services for Roadway Improvements to NW 12th Street from
Dolphin Park & Ride to NW 114th Avenue
PROJECT No. E18-DTPW-09

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 ADA Engineering, 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 12th Street from Dolphin Park & Ride to NW 114th
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 aerial photogrammetry for the project.
7. 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.

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 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 widening and resurfacing of NW 12 Street from the Dolphin Park and Ride Facility to NW 114 Avenue. The project will increase capacity for existing left turn and right turn lanes as well as provide new left turn and right turn lanes along NW 12 Street. Exit ramps from the Florida Turnpike, and the right turn lane exit from the Dolphin Mall at NW 114 Ave will be improved. The project will also add new Bus Only lanes to service the new Dolphin Park and Ride facility. The project will include new storm drainage system, pavement markings and signage, intersection and signalization improvements, roadway lighting, permitting, culvert extension, 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 30%, 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with four (4) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, 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 three (3) months.

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

B. Design Phase

The services to be rendered by the ENGINEER under the Design Phase of the project shall commence upon receipt of a written Notice to proceed from the Director and shall be completed within twelve (12) months. A reasonable extension of time shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined herein, render performance of the ENGINEER's duties impossible. Such extensions of time shall not be cause for any claim by the ENGINEER for extra compensation.

C. Construction Phase

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

SECTION IV - FORCE MAJEURE

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of 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 **\$32,558.40.**

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, geotechnical services, and all incidental work thereto as necessary for construction of all project

elements, excluding traffic signals, the lump sum fee of \$461,939.62.

- 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 \$25,615.80.

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 \$6,000.00
- Design of new pedestrian signals and/or upgrade of existing pedestrian signals \$4,000.00

- c. The total of all regular fee payments to the ENGINEER for services rendered pursuant to the Design Phase shall be \$487,555.42, 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 \$6,942.60. 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, excluding the design of a new canal, shall be \$527,056.42, 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 \$5,000.00.

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 \$4,907.70.

C. Total Compensation

The total of all costs associated with accomplishing the work under the terms of this Agreement, excluding the design of a new canal, shall be \$536,964.12, 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: Alberto D. Argudin, A.D.A. Engineering, Inc.

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 \$53,696.41 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 \$590,660.53.

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 100%.

A. Sub-consultant(s)

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

Robayna and Associates, Inc.; Richard Garcia and Associates, Inc.;
Marlin Engineering, Inc.; HR Engineering Services, Inc.; Cyriacks
Environmental Consulting Services, Inc.; GSLA Design.

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 to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. 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: 
Alberto D. Argudin, PE

By: 
Ivette O. Argudin

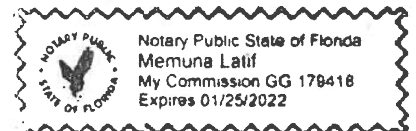
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24th
day of February 2020, by Alberto D. Argudin, as President, and
Ivette O. Argudin, as Secretary, of A.D.A. Engineering, Inc., a
Corporation, on behalf of the corporation. He/She/They is/are
personally known to me or has/hasn't/have/haven't produced
identification and did/did not take an oath.


GG179418

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 Line & Grade 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
- 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 previous phase.
- 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
- AutoCAD 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)



Memorandum



To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director 

Date: July 16, 2020

Re: CITT AGENDA ITEM 7A:
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST
RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE
AWARD OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN ADA
ENGINEERING, INC. AND MIAMI-DADE COUNTY FOR THE PROJECT ENTITLED
DESIGN SERVICES FOR ROADWAY IMPROVEMENTS TO NW 12 STREET FOR BUS
ONLY LANES FROM THE DOLPHIN PARK AND RIDE FACILITY TO NW 114 AVENUE
(PROJECT NO. E18-DTPW-09, CONTRACT NUMBER 20180222) IN AN AMOUNT NOT
TO EXCEED \$590,660.53, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF
\$53,696.41; AUTHORIZE THE COUNTY MAYOR OF COUNTY MAYOR'S DESIGNEE
TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL PROVISIONS
CONTAINED THEREIN; AND FURTHER AUTHORIZE THE USE OF CHARTER
COUNTY TRANSPORTATION SURTAX FUNDS FOR THIS PROJECT WHICH WAS
ADDED TO THE PEOPLE'S TRANSPORTATION PLAN FISCAL YEAR 2018-2023
FIVE-YEAR IMPLEMENTATION PLAN ON MARCH 6, 2018. **(DTPW – BCC Legislative
File No. 201011) SURTAX FUNDS REQUESTED**

On July 16, 2020, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 20-021. The vote was as follows:

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

Glenn J. Downing, CFP® – Aye
Jose Jimenez – Absent
Hon. Anna E. Lightfoot-Ward, Ph.D. – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Robert Wolfarth – Aye

Ashley V. Gantt, Esq. – Aye
Prakash Kumar – Absent
Jonathan Martinez – Aye
Paul Schwiep, Esq. – Absent
L. Elijah Stiers, Esq. – Aye

c: Jennifer Moon, Deputy Mayor
Bruce Libhaber, Assistant County Attorney