OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 20, 2021

Agenda Item No. 8(N)(36)

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Resolution No. R-336-21

Subject: Contract Award Recommendation in the Amount of $15,000,000 ($5,000,000 per PSA) to Marlin Engineering Inc., Kimley-Horn & Associates Inc.; and BCC Engineering LLC., for the project entitled Professional Services Agreement for Engineering Services for the Department of Transportation and Public Works.

Recommendation

This recommendation for Award for Professional Services Agreements (PSAs) Contract No. 20190290, 20190309, and 20190291 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 these contracts 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: Professional Services Agreement for Highway Engineering Services for the Department of Transportation and Public Works.

PROJECT NO: E19-DTPW-12
CONTRACT NO: 20190290, 20190309, and 20190291

PROJECT DESCRIPTION: DTPW requires professional services from general consulting design firms for a wide range of planning, design, and management services as needed to assist in executing and expediting projects in the DTPW Capital Improvement Plan funded through Road Impact Fee (RIF). The qualified professional firm will be responsible for all specific phases of a project through implementation to achieve quality construction documents, cost, and schedule goals. All projects included in the PSA shall be designed as complete streets; they will include wide sidewalks or shared use path as applicable, bike lanes, and coordination with the Transit Division will be a major component of the projects.
DTPW intends to retain three (3) consultants under separate, but identical non-exclusive PSAs. Each PSA will be for five (5) years with a maximum compensation set at $5,000,000.00 each.

The Consultant(s) will primarily support the Highway Division of DTPW with the following activities: Planning, Design & Engineering, Public Involvement, Right-of-Way & Utilities Coordination, Construction, Project Control, and Estimating Services, Plans Review and Quality Assurance.

DTPW may request Consultant(s) services on an as-needed basis through the issuance of Work Orders for the required work to be performed and the estimated fees to be paid for the services authorized pursuant to the Scope of Services. Services to be provided by the Consultant(s) will be initiated and completed as directed by DTPW's Project Manager for each assignment authorized under this agreement. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of the agreement. No minimum amount of work or compensation will be guaranteed to the selected Consultant(s). Further, the Consultant(s) is providing these services on a nonexclusive basis. DTPW, at its sole discretion, may elect to have any of the services set forth herein performed by other Consultant(s) or DTPW staff.

The Consultant firm(s) selected to perform services under Contract No: 20190290, 20190309, and 20190291 will not be eligible for award of the construction phase of the services under this contract.

PROJECT LOCATION: Various Locations

PRIMARY COMMISSION DISTRICT: Various Districts

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 $15,000,000. The work is to be funded through Road Impact Fee (Various Districts). 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:

SOURCE	PROJECT NO.	SITE#	AMOUNT
RIF	2000000540	Various	$15,000,000

OPERATIONS/MAINTENANCE COST
IMPACT / FUNDING: This agreement is for general consulting services. The estimated annual operation and maintenance costs will be determined at the Work Order level. The anticipated funding source is general funds.

LIFE EXPECTANCY OF ASSET: The life expectancy will be determined at the Work Order level.

PTP FUNDING: No

GOB FUNDING: No

ARRA FUNDING: No

CAPITAL BUDGET PROJECTS:

CAPITAL BUDGET PROJECT # - DESCRIPTION AMOUNT
2000000540– ROAD WIDENING-COUNTYWDE
$15,000,000
Funding Years: FY 2019-20 of Adopted Budget and Multi – Year Capital Plan

PROJECT SITES: The following list contains proposed projects to be assigned to the selected firms under these contracts and it is subject to change.

SITE #	LOCATION	DIST.	ESTIMATE	T-R-S
S3002482	SW 24 Street from SW 107 Avenue to SW 87 Avenue	CD10	$1,622,000.00	544008 544009
S3002483	SW 24 Street from SW 117 Avenue to SW 107 Avenue	CD10 CD11	$883,000.00	544007
S3002521	NE 151 Street from NE 10 Avenue to W Dixie Highway	CD2	$1,112,000.00	524217
S3002524	NE 159 Street from NE 6 Avenue to W Dixie Highway	CD2	$1,424,000.00	524218 524217 524216
S3002525 S3002528	SW 107 Avenue from Quail Roost Drive to SW 160 Street	CD9	$1,119,000.00	564006 554031 554030
S3002526	SW 127 Avenue from SW 144 Street to SW 136 Street	CD9	$533,000.00	553923
S3001250	SW 117 Avenue from US 1 to SW 184 Street	CD9	$1,000,000.00	564007 564006
S3002530	SW 200 Street from Quail Roost Drive to US-1	CD9	$1,200,000.00	564007 563912 563901
S3002529	SW 152 Avenue from SW 312 Street to	CD8	$1,207,000.00	573909

US-1 CD9 573904
563933

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE	CODE	DESCRIPTION
Prime	3.02	HIGHWAY SYSTEMS – Highway Design
Prime	3.04	HIGHWAY SYSTEMS - Traffic Engineering Studies
Prime	16.00	GENERAL CIVIL ENGINEERING
Other	1.01	URBAN AND REGIONAL TRANSPORTATION PLANNING
Other	3.03	HIGHWAY SYSTEMS - Bridge Design
Other	3.05	HIGHWAY SYSTEMS - Traffic Counts
Other	3.06	HIGHWAY SYSTEMS - Traffic Calming
Other	3.07	HIGHWAY SYSTEMS - Traffic Signal Timing
Other	3.08	HIGHWAY SYSTEMS - Intelligent Transportation Systems Analysis, Design, and Implementation
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	HIGHWAY SYSTEMS - Underwater Engineering Inspection
Other	9.01	SOILS, FOUNDATIONS AND MATERIALS TESTING - Drilling, Subsurface Investigations and Seismographic Services
Other	9.02	SOILS, FOUNDATIONS AND MATERIALS TESTING - Geotechnical and Materials Engineering Services
Other	9.03	SOILS, FOUNDATIONS AND MATERIALS TESTING - Concrete and Asphalt Testing Services
Other	9.04	SOILS, FOUNDATIONS AND MATERIALS TESTING - Non-Destructive Testing and Inspections
Other	10.01	ENVIRONMENTAL ENGINEERING - Stormwater Drainage Design Engineering Services
Other	10.05	CONTAMINATION ASSESSMENT AND MONITORING

Other	10.06 REMEDIAL ACTION PLAN
Other	10.07 REMEDIAL ACTION PLAN IMPLEMENTATION / OPERATION MONITORING
Other	11.00 GENERAL STRUCTURAL ENGINEERING
Other	12.00 GENERAL MECHANICAL ENGINEERING
Other	13.00 GENERAL ELECTRICAL ENGINEERING
Other	15.01 SURVEY MAPPING - Land Surveying
Other	15.03 SURVEY MAPPING - Underground Utility Location
Other	17.0C EGINEERING CONSTRUCTION MANAGEMENT
Other	20.00 LANDSCAPE ARCHITECTURE

SUSTAINABLE BUILDINGS ORDINANCE: (I.O. NO. 8-8) Does the project qualify for compliance with the Sustainable buildings Ordinance? N/A

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

PROPOSALS RECEIVED: Sixteen (16) Proposals

CONTRACT PERIOD: 1825 Calendar Days

IG FEE INCLUDED IN BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

BASE ESTIMATE: $15,000,000.00 The maximum compensation is set at $5,000,000.00 per consultant. No minimum amount of work or compensation will be guaranteed to the firms.

BASE CONTRACT AMOUNT: $5,000,000.00 per PSA

	TYPE	PERCENT	AMOUNT	COMMENT
CONTINGENCY ALLOWANCE: (SECTION 2-8.1	PSA	N/A	N/A	The contingency allowance will be calculated on a project by project basis. The total amount the design phase, including contingency,

MIAMI-DADE COUNTY CODE) should not exceed $15,000,000.00.

TOTAL DEDICATED ALLOWANCE: See comment above

TOTAL AMOUNT: $15,000,000.00

Track Record/Monitor

SBD HISTORY OF VIOLATIONS: None.

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine responsibility, including verifying corporate status and performance and compliance data. The lists that were reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Consultant responsibility. This information is being provided pursuant to Resolution No. R-187-12.

EXPLANATION: On May 7, 2020, a Notice to Professional Consultants (NTPC) was issued under full and open competition. A project briefing meeting was conducted on May 13, 2020 that was open to all interested parties.

At the First-Tier meeting held on August 27, 2020 the Competitive Selection Committee, (CSC), reviewed the Sixteen (16) proposals received. At this meeting it was determined that Marlin Engineering Inc., Kimley-Horn & Associates Inc., and BCC Engineering LLC met the minimum qualifications and demonstrated their relevant experience with the project as required by the NTPC. The CSC evaluated and ranked the firms first, second, and third, respectively and decided by a unanimous vote to recommend the selection of Marlin Engineering Inc., Kimley-Horn & Associates Inc., and BCC Engineering LLC to the Mayor for approval to negotiate a contract.

SUBMITTAL DATE: June 19, 2020

ESTIMATED NOTICE TO PROCEED: April 1, 2021

PRIME CONSULTANT:	**Contract No.**	**Firm**
	20190290	Marlin Engineering Inc.
	20190291	BCC Engineering LLC
	20190309	Kimley Horn & Associates Inc.
COMPANY PRINCIPALS:	**Firm**	**Company Principal**
	Marlin Engineering Inc.	Ramon Soria, P.E.
	BCC Engineering LLC	Jose Munoz, P.E.

	Kimley Horn & Associates Inc.	Russell Barnes, P.E.
COMPANY QUALIFIER:	**Firm**	**Company Qualifier**
	Marlin Engineering Inc.	Ramon Soria, P.E.
	BCC Engineering LLC	Jose Munoz, P.E.
	Kimley Horn & Associates Inc.	Julio Collier, P.E.
COMPANY EMAIL ADDRESS:	**Firm**	**Company e-mail address**
	Marlin Engineering Inc.	rsoria@marlinengineering.com
	BCC Engineering LLC	marketing@bcceng.com
	Kimley Horn & Associates Inc.	amy.mcgreger@kimley-horn.com
COMPANY ADDRESS:	**Firm**	**Company Address**
	Marlin Engineering Inc.	6840 NW 77th Court, Miami, FL 33166
	BCC Engineering LLC	6401 SW 87th Avenue, Suite 200, Miami, FL 33173
	Kimley Horn & Associates Inc.	355 Alhambra Circle; Suite 1400 Coral Gables, FL 33134
YEARS IN BUSINESS:	**Firm**	**Years in business**
	Marlin Engineering Inc.	29 years
	BCC Engineering LLC	25 years
	Kimley Horn & Associates Inc.	53 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: Marlin Engineering Inc. has been awarded ten (10) contracts with Miami-Dade County with a total value of $1,314,712.4; Kimley-Horn & Associates Inc. has been awarded fourteen (14) contracts with Miami-Dade County with a total value of $18,024,101.45; BCC Engineering LLC. has been awarded two (2) contracts with Miami-Dade County with a total value of $312,000.00

SUB- CONSULTANTS:

Marlin Engineering Inc.

AES Engineering, Inc.	Miller Legg & Associates, Inc.
ASA Consultants, Inc.	MRD Consulting, Inc.
Bello & Bello Land Surveying Corporation	Nova Engineering & Environmental, LLC
Florida ITS Engineering, LLC	Premiere Lighting & Traffic, Inc.
F.R. Aleman & Associates, Inc.	Smart-Sciences, Inc.
GOAL Associates. Inc.	Snubbs Consulting, Inc.
HDR Engineering, Inc.	SSN Engineering, LLC
Infinite Source Communications Group, LLC	STV Incorporated
Kittelson & Associates, Inc.	Terracon Consultants, Inc.

Longitude Surveyors, LLC	

Kimley-Horn & Associates Inc.

Aluces Corporation	Janus Research, Inc.
Ayers Associates, Inc.	Longitude Surveyors, LLC
BND Engineers, Inc.	Manuel G. Vera & Associates, Inc.
Caltran Engineering Group, Inc.	Ross & Baruzzini, Inc.
Castillo Engineering, Inc.	Trace Consultants, Inc.
CSA Central, Inc.	Universal Engineering Sciences, LLC
Geosol, Inc.	Wolfberg Alvarez & Partners, Inc.
Infinite Source Communications Group	

BCC Engineering LLC

Trace Consultants, Inc.	NV5, INC. d/b/a KACO
Highway Studio, LLC	GCES Engineering Services, LLC
CALTRAN ENGINEERING GROUP, INC.	Initial Engineers, P.A.
Consor Engineers, LLC	Miller Legg & Associates, Inc.
J. Bonfill and Assoc., Inc.	Media Relations Group, LLC
EBS Engineering, Inc.	The Urban Group, Inc.

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE: Signoff Date:

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

REVIEW COMMITTEE ASSIGNED:

CONTRACT MEASURES:

TYPE	**GOAL**	**COMMENT**
SBE A&E	19%	Goal

MANDATORY CLEARING HOUSE: No

CONTRACT MANAGER:	Leandro Oña, P.E.	(305) 375-1909	Leandro.Ona@miamidade.gov
PROJECT MANAGER:	Alejandro Sauleda	(305) 375-4866	Alejandro.Sauleda@miamidade.gov

Background:

The Department of Transportation and Public Works (DTPW) Highway Division requires professional services through General Consultants for a wide range of planning, design, and management services as needed to assist in executing and expediting projects in the DTPW Capital Improvement Plan. The qualified design professional firms will support the DTPW Highway Division on all phases of a project through implementation to achieve quality, cost, and schedule goals.

Jimmy Morales
Chief Operations Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(36)

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)(36)
4-20-21

RESOLUTION NO. R-336-21

RESOLUTION APPROVING AWARD OF THREE PROFESSIONAL SERVICE AGREEMENTS BETWEEN MARLIN ENGINEERING INC. AND MIAMI-DADE COUNTY, BETWEEN KIMLEY-HORN & ASSOCIATES INC. AND MIAMI-DADE COUNTY; AND BETWEEN BCC ENGINEERING LLC. AND MIAMI-DADE COUNTY FOR THE PROJECT ENTITLED PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (PROJECT NO: E19-DTPW12; CONTRACT NO: 20190290, 20190309, AND 20190291) IN AN AMOUNT NOT TO EXCEED $15,000,000.00 ($5,000,000.00 PER AGREEMENT), INCLUSIVE OF THE CONTINGENCY ALLOWANCE; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THESE AGREEMENTS AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board Approves the award of three Professional Service Agreements, in substantially the form attached hereto, between Marlin Engineering Inc. and Miami-Dade County, between Kimley-Horn & Associates Inc. and Miami-Dade County; and between BCC Engineering LLC. and Miami-Dade County for the project entitled Professional Services Agreement for Engineering Services for Department of Transportation and Public Works (Project No.: E19-DTPW12; Contract No.: 20190290, 20190309, and 20190291) in an amount not to exceed $15,000,000.00 ($5,000,000.00 per Agreement), inclusive of the contingency allowance; and authorizing County Mayor or County Mayor's designee to execute these agreements and to exercise all provisions contained therein.

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

Jose "Pepe" Diaz, Chairman	**aye**		
Oliver G. Gilbert, III, Vice-Chairman	**aye**		
Sen. René García	**aye**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Joe A. Martinez	**aye**
Kionne L. McGhee	**aye**	Jean Monestime	**aye**
Raquel A. Regalado	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of April, 2021. 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

Melissa Adames
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Professional Services Agreement
Between

Miami-Dade County
And

BCC Engineering, LLC

For
Professional Services for Highway Engineering Services for the Department of Transportation and Public Works.

Contract No.: 20190291

ISD Project No.: E19-DTPW-12

TABLE OF CONTENT

DEFINITIONS 4
PROFESSIONAL SERVICES AGREEMENT 5
SECTION I - COUNTY OBLIGATIONS 5
SECTION II - PROFESSIONAL SERVICES 6
SECTION III - TIME FOR COMPLETION 9
SECTION IV – COMPENSATION 9
SECTION V - METHOD OF PAYMENT 13
SECTION VI - SCHEDULE OF WORK 15
SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION 15
SECTION VIII - OWNERSHIP OF DOCUMENTS 16
SECTION IX - REUSE OF DOCUMENTS 17
SECTION X – OFFICIAL NOTICES 17
SECTION XI - AUDIT RIGHTS 18
SECTION XII - SUBCONTRACTING 19
SECTION XIII - CERTIFICATION 24
SECTION XIV - TERMINATION OF AGREEMENT 24
SECTION XV - DURATION OF AGREEMENT 25
SECTION XVI - DEFAULT 26
SECTION XVII - INDEMNIFICATION AND INSURANCE 26
SECTION XVIII-ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS 28
SECTION XIX – TRUTH IN NEGOTIATION CERTIFICATION OF WAGE RATES 31
SECTION XX - EQUAL OPPORTUNITY 31
SECTION XXI - AFFIRMATIVE ACTION PLAN REQUIREMENTS 33
SECTION XXII - BUSINESS APPLICATIONS AND FORMS 33
SECTION XXIII – PROMPT PAYMENT 34
SECTION XXIV – ESTIMATE TIME FOR CONTINGENCY 34
SECTION XXV - CONTINGENCY ALLOWANCE 35
SECTION XXVI - SCRUTINIZED COMPANY 35
SECTION XXVII – ERRORS AND OMISSIONS 35
SECTION XXVIII - MISCELLANEOUS 37
SECTION XXIX - ENTIRETY OF AGREEMENT 39

EXHIBITS

A. AFFIDAVITS REQUIRED AT TIME OF PROPOSALS
B. TRAVEL REQUEST FORM SAMPLE (N/A – NEGOTIATED AT WORK ORDER LEVEL)
C. REIMBURSABLE (DIRECT) EXPENSES (N/A – NEGOTIATED AT WORK ORDER LEVEL)
D. MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION
E. DETAILED SCOPE OF WORK (N/A – NEGOTIATED AT WORK ORDER LEVEL)
F. LIST OF EMPLOYEES, CLASSIFICATIONS, AND SALARY RATES
G. ISD FORMS
H. AFFIRMATION OF VENDOR AFFIDAVIT
I. TABLE OF ORGANIZATION
J. QUALITY ASSURANCE PLAN FORM (N/A – NEGOTIATED AT WORK ORDER LEVEL)

DEFINITIONS

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

1. **Consultant** is the person or organization licensed to practice architecture and/or engineering in the State of Florida and is referred to throughout the PSA as singular in number and masculine in gender.

2. **Contracting Officer** is the Director of Department of Transportation and Public Works.

3. **Contracting Officer's Representative** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.

4. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the CONSULTANT performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder, or partner of the firm, (2) a director or officer of the firm or (3) both.

5. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.

6. **Subconsultant** means any and all persons, firms or entities which will be engaged by the CONSULTANT to provide services under this PSA. The term is synonymous with "Subconsultant".

7. **Contract Documents** as design plans, specifications, cost estimates, and permit applications.

8. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers and communication equipment, for more than 30 consecutive days).

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 20__ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and BCC Engineering, LLC hereinafter referred to as the "CONSULTANT".

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 CONSULTANT and the CONSULTANT hereby covenants to provide Professional Services for Highway Engineering Services for the Department of Transportation and Public Works, Contract No.: 20190291, ISD Project No.: E19-DTPW-12, hereinafter referred to as the "Project".

SECTION I - COUNTY OBLIGATIONS

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

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

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

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

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

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

SECTION II - PROFESSIONAL SERVICES

The Miami-Dade Department of Transportation and Public Works (DTPW) requires professional services for a wide range of planning, design, and management services as needed to assist in executing and expediting projects in the DTPW Capital Improvement Plan funded through Road Impact Fee (RIF). The qualified professional firm will be responsible for all specific phases of a project through implementation to achieve quality construction documents, cost, and schedule goals. Professional services include, but not necessarily are limited to the following: Planning, Design and Engineering, Public Involvement, Right-of-Way and Utilities Coordination, Construction, Project Control and Estimating Services, Plans Review, and Quality Assurance.

DTPW may request CONSULTANT services on an as-needed basis through the issuance of Work Orders for the required work to be performed and the estimated fees to be paid for the services authorized pursuant to the Scope of Services. Services to be provided by the Consultant(s) will be initiated and completed as directed by the COR for each assignment authorized under this agreement. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of the agreement. No minimum amount of work or compensation will be guaranteed.

Further, the CONSULTANT is providing these services on a nonexclusive basis. DTPW, at its sole discretion, may elect to have any of the services set forth herein performed by other CONSULTANT or DTPW staff.

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

A. Maintain an adequate staff of qualified personnel available at all times to perform within the term specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole reasonable judgement, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval.

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

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

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

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

F. Submit to the COUNTY design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit to the COUNTY the final work products upon incorporation of

any modifications requested by the COUNTY during any previous review and comments resolution process.

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

H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION VIII - OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

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

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

SECTION III - TIME FOR COMPLETION

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

SECTION IV – COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

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

1. The fee for engineering services rendered by the CONSULTANTS personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times the negotiated multipliers of **2.9** for office personnel and **2.2** for field personnel(Labor rates are subject to County approval as per paragraph 2 below)

2. The maximum direct hourly rates, per classification, excluding overhead billable under this contract shall not exceed the caps as listed in Exhibit D - MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION, unless authorized by the COR in writing, and shall apply to all employees except Principals.

3. The burdened direct labor charges shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.

4. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work on this project in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.

5. Labor rates shall be in accordance with the current list of employees maintained by the COR or designee. Rates supplied by the CONSULTANT and made a part hereof as Exhibit "F" shall be consistent with prevailing local wage rates paid for similar work to similar employee classifications and subject to COR approval prior to starting work. The CONSULTANT is permitted to submit a written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the COR. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm and subject to approval by the COR, which approval shall not be unreasonably withheld. Annual wage increases for these employees shall be no higher than five percent (5%) unless otherwise approved by the COR. This provision is not meant to limit the hourly rate at which the CONSULTANT pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT. In no way will an employee's hourly rate exceed the maximum amount per classification stipulated in the contract, without written approval by the COR. The COR may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances.

5. PRINCIPALS

The CONSULTANT shall be compensated at the following rate for the time of principals engaged directly in the work. The CONSULTANT is permitted to submit a written request

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

Firm	Principals	Hourly Rate
BCC Engineering, LLC	Jose Muñoz	$130

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

B. **LUMP SUM FEE**

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

C. **REIMBURSABLE (DIRECT) EXPENSES**

The CONSULTANT shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by the COR. Reimbursable expenses may include field office, utilties, furnishings, vehicles, expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).

Expenses for travel (except commuting), transportation and subsistence by CONSULTANT personnel in the furtherance of the work will be reimbursed according to the provisions of

County Administrative Orders 6-1 and 6-3 and Florida Statute Section 112, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the COUNTY for all travel expenses. Failure to obtain such prior authorization may be grounds for nonpayment of travel expenses. To be compensated for travel within the County, the CONSULTANT shall maintain accurate mileage records electronically and include original signatures upon submittal, along with their invoices.

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

D. SURVEYING AND GEOTECHNICAL SERVICES

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

1. Land and Engineering Field Survey

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

2. Geotechnical Engineering

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

E. MAXIMUM COMPENSATION

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this Agreement shall not exceed $5,000,000.00 (inclusive of base and contingency allowance amounts).

F. EXCEEDING EXPENDITURES

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

G. SUBCONSULTANT COMPENSATION

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

SECTION V - METHOD OF PAYMENT

The COUNTY agrees to make monthly payment to the CONSULTANT, based on properly submitted invoices, for all authorized work performed during the previous month or other mutually agreed invoicing period. The CONSULTANT agrees to provide invoices monthly and with every invoice, copies of any records necessary to substantiate payment requests to the COUNTY such as time sheets, detailing the task where the time has been spent, monthly progress reports and hours/costs expenditure reports, in a format acceptable to the COUNTY. The CONSULTANT shall submit duly certified invoices in duplicate and one electronic format to the COR in a format acceptable to the

COUNTY. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including time sheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

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

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

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

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

B. LUMP SUM FEE

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

SECTION VI - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. A work order issued by the COR shall cover in detail the scope, specific deliverables, time for completion, method of payment and compensation for the Professional Services requested in connection with each unit or section of work.

SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the Standard of Care as referenced in Section XXIX (B). The COUNTY and CONSULTANT shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The COUNTY and CONSULTANT waive all claims and causes of action not commenced in accordance with this Section.

The CONSULTANT and COUNTY waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The COR shall decide on all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

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

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

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

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

SECTION VIII - OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to pre-existing copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY, without restrictions or limitations, upon CONSULTANT receiving payment in full for services satisfactorily performed. However, the

COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the COR.

SECTION IX - REUSE OF DOCUMENTS

The CONSULTANT may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The COR shall not accept any reused data containing an excess of irrelevant material which has no connection with the applicable portion of the work. The CONSULTANT will not be liable for reuse by the COUNTY of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

SECTION X – OFFICIAL NOTICES

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

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

Project Manager:	Anthony Jorges, PE
Address:	6401 SW 87th Avenue, Suite 200
	Miami, FL 33173
Telephone:	954-928-1828
Email:	ajorges@bcceng.com

SECTION XI - AUDIT RIGHTS

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

Such audits may be performed by the COUNTY or may be arranged by the COUNTY through the auspices of the U.S. Department of Transportation. Alternatively, the COUNTY may cause an independent certified public accounting firm to perform the audit within the time herein described below. The CONSULTANT shall maintain all books of accounts, records, documents and other evidence of accounting procedures and practices sufficient to properly document all expenses incurred and anticipated to be incurred in the performance of this Contract including justification of the negotiated overhead rates and direct labor rates. The materials described above shall be made available at the office of the CONSULTANT, at reasonable times, for inspection, audit or reproduction, within three (3) years following final payment under this Contract and the closing of all other pending matters.

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

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

A. Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.

B. Permit an authorized representative of the COUNTY, State of Florida, United States Department of Transportation and Comptroller of the United States to examine such books, records, documents, papers, computations, projections and other supporting data.

C. In the event any information provided by the CONSULTANT during initial contract negotiations or any supplemental agreement negotiations or any other information is later determined by the COUNTY not to have been complete, accurate or current at the time of the submittal, the COUNTY shall be entitled to an appropriate correction of the total compensation amount. If this detemination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds including withholding funds due the CONSULTANT on other COUNTY contracts.

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

SECTION XII - SUBCONTRACTING

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

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

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

In addition, and as applicable, the CONSULTANT 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 19%. Failure to obtain COR approval of a Subconsultant prior to commencement of that Subconsultant's services may be grounds for non-payment of any services performed prior to approval.

A. SUBCONSULTANTS

1. The compensation for services rendered by the following Subconsultant's personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the IRS, for all time said personnel engaged directly in the work, times the following multipliers: 2.9 for Office Personel and 2.2 for Field Personnel

FIRMS
Trace Consultants, Inc.
Highway Studio, LLC
CALTRAN ENGINEERING GROUP, INC.
Consor Engineers, LLC
J. Bonfill and Assoc., Inc.
EBS Engineering, Inc.
NV5, INC. d/b/a KACO
GCES Engineering Services, LLC
Initial Engineers, P.A.
Miller Legg & Associates, Inc.
Media Relations Group, LLC
The Urban Group, Inc.

NOTE #1 : Task involving a very small dollar amount will be considered miscellaneous services. The County may negotiate consultant fees for these services based on County's cost and price analysis.

2. The maximum direct hourly rates, per classification, excluding overhead, allowed under this contract shall not exceed the caps listed in Exhibit "D" unless authorized by the COR in writing, and shall apply to all employees. The burdened direct labor charges shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.

3. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the rate established by Subsection IV-A(1) hereof for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work in excess of 40 hours per week.

4. Labor rates shall be in accordance with Exhibit "D" supplied by the CONSULTANT on behalf of the Subconsultant and made a part hereof and consistent with prevailing local

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

5. All services provided by the Subconsultants shall be pursuant to appropriate agreements between the CONSULTANT and the Subconsultants which shall contain provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY and the services shall be compensated in accordance with Section IV-COMPENSATION. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Subconsultants.

6. Subconsultants may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. Subconsultants included in CONSULTANT's Proposal are deemed to be approved by the County. The COUNTY reserves the right at any time to withdraw the approval of such Subconsultant, if it decides that the services performed by the Subconsultant, are not acceptable to the COUNTY.

7. The CONSULTANT shall not change any Subconsultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Any request to add a Subconsultant shall include substantiation of Subconsultant's overhead acceptable to the COUNTY.

8. PRINCIPALS

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

Firm	Principals	Hourly Rate
Trace Consultants, Inc.	Frank Panellas	$130.00
Highway Studio, LLC	Shelley Ortiz	$130.00
Caltran Engineering Group, INC.	Juan Calderon	$130.00
Consor Engineers, LLC	Jennifer Olson	$130.00
J. Bonfill and Assoc., Inc.	Jaqueline Bonfill Gee	$130.00
EBS Engineering, Inc.	Benjamin S. Essien	$130.00
NV5, INC. d/b/a KACO	Eric Stern	$130.00
GCES Engineering Services, LLC	Alejandro R Montenegro	$130.00
Initial Engineers, P.A.	Al Fraga	$130.00
Miller Legg & Associates, Inc.	Dylan Larson	$130.00
Media Relations Group, LLC	Alicia Gonzalez	$130.00
The Urban Group, Inc.	Howard Steinholz	$130.00

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

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

B. **NON-EXCLUSIVITY**

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

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

SECTION XIII - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT'S County-approved Subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT'S County-approved Subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the County Mayor or his designee shall have the right to annul this Agreement without liability.

SECTION XIV - TERMINATION OF AGREEMENT

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

be determined on the basis of the hours or percentage of work performed by the CONSULTANT, found acceptable to the COUNTY, up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of (1,825) Calendar Days after its date of execution, or until depletion of the funds allocated to pay for the cost of the services described in the Agreement. The County shall comply with the original terms and conditions and any amendments thereof.

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

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

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

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

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

SECTION XVI - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COR may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any completed professional services as of the date written notice of default is served. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall be compensated on a percentage of the professional services which have been performed and found acceptable to the County prior to the time the COR declares a default. Any dispute arising out of this Section shall be resolved in accordance with Section VII – RIGHT OF DECISIONS AND DISPUTE RESOLUTION.

SECTION XVII - INDEMNIFICATION AND INSURANCE

Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (where recoverable by law), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this AGREEMENT.

To the extent this indemnification clause or any other indemnification clause in this AGREEMENT does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of

the Contract shall hereby be interpreted as the Parties' intention for the indemnification clauses and Contract to comply with Chapter 725, Florida Statutes, as may be amended.

The CONSULTANT shall pay liabilities and losses in connection therewith and shall defend and pay all costs, judgments and attorney's fees (where recoverable by law) for such damages which are finally determined to have been caused by the CONSULTANT'S negligence, recklessness or intentionally wrongful conduct of the CONSULTANT or its employees or agents. The CONSULTANT expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify and hold harmless the COUNTY and its officers, employees, and defend as herein provided.

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any damages, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the CONSULTANT.

This Section shall survive expiration or termination of this AGREEMENT.

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

The CONSULTANT shall furnish to the COUNTY, c/o DTPW, 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 Consultant as required by Florida Statute 440.

B. Commercial General Liability in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate. 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 $2,000,000 per claim.

Certificates of Insurance and/or policies should reference Professional Services for Highway Engineering Services for the Department of Transportation and Public Works Contract No.: 20190291.

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

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

or

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

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

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

SECTION XVIII-ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS

The CONSULTANT and Subconsultants agree to abide and be governed by all Applicable Laws. Applicable Laws shall mean, whether singular or plural, all federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards applicable to the Agreement, and any

other such law hereafter enacted, and any rules adopted pursuant thereto, as all such laws and rules may be amended from time to time. Applicable local laws andordinances which may have a bearing on the work contemplated hereunder, including, but are not necessarily limited to the following:

A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.

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

C. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-l3, as amended, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Dade County Elections Department, P.O. Box 012241, Miami, FL 33101:

(1) A source of income statement;

(2) A current certified financial statement;

(3) A copy of the CONSULTANT'S Current Federal Income Tax Return.

D. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Office of the Governor Executive Order No. 11-02. The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons assigned or authorized by the Consultant to perform work pursuant to the Contract with the County.

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

The CONSULTANT shall comply with the Public Records Laws of the State of Florida, including

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

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

The CONSULTANT further agrees to comply with any other Ordinance or Resolution of the County that may become effective before the execution by both parties of this Agreement. In the event any ordinance or resolution potentially impacting price is adopted by the Board subsequent to

completions of negotiations but prior to adoption of this contract by the Board, CONSULTANT may seek adjustment of the contract price. Failure on the part of the CONSULTANT to notify the COUNTY of its intent to seek an adjustment to the contract price prior to the Contract approval of the the Board shall constitute a waiver of any such claims or adjustments.

SECTION XIX – TRUTH IN NEGOTIATION CERTIFICATION OF WAGE RATES

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

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section IV, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XX - EQUAL OPPORTUNITY

A. EQUAL EMPLOYMENT OPPORTUNITY

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, familial status, pregnancy, sexual orientation, marital status, disability, gender identity or gender express, place of birth or national

origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, ancestry, sex, familial status, pregnancy, age, sexual orientation, marital status, physical handicap or national origin, gender identity or gender express, or status as viction of domestic violence, dating violence or stalking. Evidence of such actions shall be reported on forms supplied by the COUNTY.

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

The CONSULTANT shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Sections 112.041, 112.042 and 112.0113, Florida Statutes, Chapter 760 (Florida Civil Rights Act of 1992, as amended) and County Ordinance 75-46, effective June 28, 1975.

B. NONDISCRIMINATION

During the performance of this Agreement, the CONSULTANT agrees to state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so the CONSULTANT shall furnish all information and reports required by Executive Order

11246 of September 24, 1965 as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the COUNTY, and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. The CONSULTANT further agress that he/she will comply with the requirements of the Americans with Disabilities Act.

SECTION XXI - AFFIRMATIVE ACTION PLAN REQUIREMENTS

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

SECTION XXII - BUSINESS APPLICATIONS AND FORMS

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

The Proposer is responsible for submitting the Vendor Registration Application on the COUNTY's Vendor Registration Site at https://www.miamidade.gov/Vendor/NewVendor/Enrollment.

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

employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

SECTION XXIII – PROMPT PAYMENT

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

SECTION XXIV – ESTIMATE TIME FOR CONTINGENCY

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

extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10%) of the original Contract Duration rounded off to the next whole number.

SECTION XXV - CONTINGENCY ALLOWANCE

This project is a Professional Services Agreement; therefore, an estimated Allowance Account of $500,000.00 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by Department of Transportation and Public Works for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION XXVI - SCRUTINIZED COMPANY

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

SECTION XXVII – ERRORS AND OMISSIONS

The CONSULTANT, if Construction Engineering Inspection (CEI) services are exercised, shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract

documents prepared by the CONSULTANT. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

It is specifically agreed that any construction changes categorized by the COUNTY as an error in the contract documents prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the error. The damages to the COUNTY for errors shall be calculated as one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. The COUNTY shall obtain recovery of the additional cost of construction for all errors caused by the CONSULTANT should the sum of the total additional constructions for errors in total exceed five percent (5%) of the total construction cost. Indirect costs may include delay damages caused by the error.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes categorized by the COUNTY as an omission in the contract documents prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the omission. The damages to the COUNTY for omissions shall be calculated as fifteen percent (15%) of the total direct cost of the change and one hundred percent (100%) of the indirect costs. Indirect costs may include delay damages caused by the omission.

To obtain such recovery, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT's insurance deductible.Should the damages incurred by the COUNTY exceed the CONSULTANT's insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT's insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and its insurer specifically agree to the reasonableness of

these damage calculations and to the COUNTY'S right to recover same as stated above provided, however, the Parties agree that in no event shall the CONSULTANT be responsible for the cost of changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this paragraph shall not limit or preclude in any way the CONSULTANT's indemnification obligations to the COUNTY pursuant to Section XVII of this Agreement, or preclude or limint in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

The extent of the CONSULTANT'S liability to the COUNTY shall be in accordance with Florida Statute 725.08. The CONSULTANT shall participate in all negotiations with the Consultant related to this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the Consultant related to this section shall constitute a waiver of CONSULTANT's rights to contest the appropriateness or amount of any settlements or change orders.

SECTION XXVIII - MISCELLANEOUS

A. Force Majeure. For the purposes of delay and events of force majeure under Section III, and event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, law enforcement actions, curfews, closure of transportation systems.

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

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

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

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

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

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

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

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

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

SECTION XXIX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall be construed to make any party hereunder the agent, employee, partner or joint venturer of the other, nor will any CONSULTANT firm hereunder be considered the beneficiary of any of the duties or rights created by this Agreement between the COUNTY and any other consulting firm hereunder.

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

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

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

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

IN WITNESS THEREOF the parties hereto have executed these presents this _____ day of _____, 20__.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

By:_____

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

By:_____
COUNTY MAYOR

Approved by County Attorney

As to Form and Legal Sufficiency:

_____

ATTEST:

BCC ENGINEERING, LLC

(Corporate Seal)

By:_____

By:_____

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 23rd day of October 2020 by Jose Munoz, as President, and _____, as Secretary, of BCC Engineering, LLC, 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.

Trudy L Molendyk

Notary Public

Serial Number

TRUDY L. MOLENDYK
Notary Public – State of Florida
Commission # GG 162327
My Comm. Expires Jan 26, 2022
Bonded through National Notary Assn.

EXHIBITS

A. AFFIDAVITS REQUIRED AT TIME OF PROPOSALS
B. TRAVEL REQUEST FORM SAMPLE
C. REIMBURSABLE (DIRECT) EXPENSES
D. MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION
E. DETAILED SCOPE OF WORK
F. LIST OF EMPLOYEES, CLASSIFICATIONS, AND SALARY RATES
G. ISD FORMS
H. AFFIRMATION OF VENDOR AFFIDAVIT
I. TABLE OF ORGANIZATION
J. QUALITY ASSURANCE PLAN FORM

EXHIBIT A

AFFIDAVITS REQUIRED AT TIME OF PROPOSALS

MIAMI-DADE COUNTY

SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE

SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

This completed form must be submitted with proposal documents by all proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: E19-DTPW-12 Project Title: HIGHWAY ENGINEERING SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Name of Proposer: BCC Engineering, LLC FEIN 65-0540100

Address: 6401 SW 87th Avenue, Suite 200 City Miami State FL ZIP 33173

Telephone Number: 305.670.2530 Email address: alurigados@bcceng.com

The proposer is committed to meeting the established SBE measure(s) assigned to this project:

19 **% SBE-A/E,** _____ **% SBE-Con,** _____ **% SBE-G, and/or** _____ **% SBE-S.**

(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

To satisfy the requirements for Step 1 –Proposal Submittal and Compliance with Small Business Enterprise Program Measure(s), the following is required:

1. Acknowledge the SBE program measure(s) (i.e., *SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services*) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form 8DB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

To satisfy the requirements for Step 2 – Proposal Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form 8DB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Jose Munoz, PE, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Proposer's Signature (Owner/Officer)

SWORN TO and subscribed before me this 19 day of June, 20 20

Signature of Notary Public-State of Florida

TRUDY L. MOLENDYK
Notary Public – State of Florida
Commission # GG 162327
My Comm. Expires Jan 26, 2022
Bonded through National Notary Assn.

My Commission Expires:

Revised 10/19

Small Business Development Department
Miami-Dade County

RE: Certificate of Assurance – Small Business Participation – Project E19-DTPW-12

To whom it may concern,

The following letter will serve as acknowledgement and confirmation of the established relationship our Firm, **BCC Engineering, LLC,** has with the Small Businesses proposed for this project:

Team Members and Roles		SBE
Trace Consultants, Inc. (TRA)	Highway Support Services	SBE
Highway Studio, LLC (HS)	Highway Support Services	SBE
Miller Legg & Assoc. Inc (ML)	Environmental and Landscape Architecture	SBE
Caltran Engineering Group, Inc. (CAL)	Data Collection and other support Services	SBE
J. Bonfill and Associates, Inc (BON)	Surveying & Mapping	SBE
EBS Engineering, Inc. (EBS)	Contamination Assessment/Remediation	SBE
Initial Engineers, P.A. (INI)	Mechanical and Electrical Engineering	SBE
GCES Engineering Services, LLC (GCES)	Geotechnical Services	SBE
Media Relations Group, LLC (MRG)	Public Involvement Support	SBE

Additionally, we acknowledge and confirm all SBE firms listed above are properly certified with the Small Business Deelopment Department under the SBE-A&E category, and will be utilized if selected to provide services based on their approved technical certification(s) required for the project.

Respectfully,



Jose Muñoz, PE
President
BCC Engineering, LLC

Miami-Dade County
Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Officer overseeing this solicitation/ contract/purchase order. The Vendor/Contractor attests to providing all of the above information, if applicable, to the County.

NOTE: "Pursuant to Florida Statutes s. 92.525, under penalties of perjury....." vendors who are unable to obtain a Notary Public during the COVID-19 declared emergency are permitted to use the below declaration in lieu of (notarized) affidavits for responses to solicitations.

Written Declaration: Pursuant to Florida Statutes s. 92.525, under penalties of perjury, I declare that I have read the foregoing Contractor Due Diligence Affidavit and that the facts stated in it (attached to it) are true.

Contract No. : E19-DTPW-12

Federal Employer Identification Number (FEIN): 65-0540100

Contract Title: HIGHWAY ENGINEERING SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

JOSE MUNOZ, PE	PRESIDENT	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

BCC ENGINEERING, LLC	06/19/2020	
Name of Firm	Date	
6401 SW 87TH AV. SUITE 200	MIAMI	33173
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 19TH day of JUNE, 2020 by JOSE MUNOZ, PE He or she is personally known to me or has produced identification GG162327

Signature of Notary Public — Serial Number

Trudy Molendyk — 1/26/22

Print or Stamp of Notary Public — Expiration Date

Notary Public Seal

TRUDY L. MOLENDYK
Notary Public – State of Florida
Commission # GG 162327
My Comm. Expires Jan 26, 2022
Bonded through National Notary Assn.

BCC Engineering, Inc.
Litigation History

Case No.: 312017CA000881

Odom v. BCC Engineering Et. All

On December 15, 2015 the decedent, Cleveland Odom, was driving southbound on I-95 in Indian River County when a northbound vehicle crossed the median into the southbound lane colliding with the decedent causing the death of Mr. Odom at age 61, and his daughter, Angelica Odom at age 22. The project was under construction, although BCC prepared the traffic control plans for the project, several factors have been found that may release BCC from any major liability, including several denied requests from BCC (and other parties) to the Florida Department of Transportation to allow a reduction in the posted speed limit of I-95 during construction.

Status: replied to subpoena to produce documents. Attorneys are currently doing depositions.

Case No.: 2017-026700-CA-01

Barbera v. BCC Engineering Et. All

The Plaintiff Mariella Barbera claims that she was injured on October 17, 2015 on Florida State Road 826 in Miami, when a vehicle she was occupying as a passenger struck a concrete barrier. BCC acted as the project manager for design services, however, incident occurred while the project was in construction. The Engineer-of-Record for the traffic control plans is not BCC Engineering, therefore, it is not anticipated that BCC will be found liable.

Status: Replied and provided information to Plaintiff's request to provide project files and general project information. Waiting for further action.

Case No.: 2018-40072CA01

Jose Antonio Florez Garcia v. BCC Engineering Et. All

Jose Antonio Florez Garcia ("Plaintiff") has filed a complaint in the Circuit Court for the 11th Judicial Circuit in and for Miami-Dade County, Florida pertaining to an incident that occurred on September 25, 2015. The Plaintiff claims that he was traveling westbound on his motorcycle on SR 836 when he collided with a barrier wall. The Plaintiff claims that this incident took place in an area under construction pursuant to a certain road improvement project number 249581 ("Project"). BCC acted as the project manager for design services, however, incident occurred while the project was in construction. The Engineer-of-Record for the traffic control plans is not BCC Engineering, therefore, it is not anticipated that BCC will be found liable.

Status: Case has been assigned to an attorney provided by the insurance carrier of the PLI. Waiting for further action.

EXHIBIT B

TRAVEL REQUEST FORM SAMPLE

Negotiated at Work Order level

EXHIBIT C

REIMBURSABLE (DIRECT) EXPENSES

Negotiated at Work Order level

EXHIBIT D

MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION

Highway Engineering Services for the Department of Transportation and Public Works

ISD Project Number: E19-DTPW-12

MAXIMUM DIRECT HOURLY RATES PER JOB CLASSIFICATION

Job Class	Mean / Avg.	Loaded (2.9 Office, 2.2 Field)	F/O	Maximum Rate
Acquisition Administrator	$87.09	$252.56	O	$ 185.00
Acquisition Agent	$62.30	$180.67	O	$ 180.67
Appraiser	$49.04	$142.22	O	$ 142.22
Archaeologist	$15.25	$44.23	O	$ 44.23
Architect	$45.00	$130.50	O	$ 130.50
Assistant Bridge Inspector	$21.03	$46.27	F	$ 46.27
Assistant Underwater Bridge Inspector	$18.85	$41.47	F	$ 41.47
CADD/Computer Technician	$31.57	$91.55	O	$ 91.55
CEI Bridge Senior Inspector	$38.50	$84.70	F	$ 84.70
CEI Contract Support Specialist	$39.99	$87.98	F	$ 87.98
CEI Geotechnical Technician- Pile Foundation	$32.83	$72.23	F	$ 72.23
CEI Inspector/Engineer Intern	$25.78	$56.72	F	$ 56.72
CEI ITS Inspector	$28.38	$62.44	F	$ 62.44
CEI Landscape Inspector	$27.19	$59.82	F	$ 59.82
CEI Project Administrator/CEI Project Engineer	$55.83	$122.83	F	$ 122.83
CEI Res Compliance Specialist	$28.21	$62.06	F	$ 62.06
CEI Secretary/Clerk Typist	$24.87	$72.12	O	$ 72.12
CEI Senior Inspector- Bldg Struct.	$38.00	$83.60	F	$ 83.60
CEI Senior Inspector/Senior Engineer Intern	$35.40	$77.88	F	$ 77.88
CEI Senior ITS Inspector	$43.10	$94.82	F	$ 94.82
CEI Senior Landscape Inspector	$32.99	$72.58	F	$ 72.58
CEI Senior Project Engineer	$69.11	$152.04	F	$ 152.04
Chief Archaeologist	$39.53	$114.64	O	$ 114.64
Chief Computer Programmer	$86.54	$250.97	O	$ 185.00
Chief Designer	$48.51	$140.68	O	$ 140.68
Chief Engineer 1	$79.29	$229.94	O	$ 185.00
Chief Engineer 2	$84.99	$246.47	O	$ 185.00
Chief Planner	$80.09	$232.26	O	$ 185.00
Chief Scientist	$69.81	$202.45	O	$ 185.00
Chief Utility Coordinator	$65.01	$188.53	O	$ 185.00
Community Outreach Specialist	$39.77	$115.33	O	$ 115.33
Community Outreach Specialist - Junior	$21.92	$63.57	O	$ 63.57
Community Outreach Specialist - Senior	$51.16	$148.36	O	$ 148.36
Computer Programmer	$25.96	$75.28	O	$ 75.28
Contract Coordinator	$35.44	$102.78	O	$ 102.78
Design Intern	$20.70	$60.03	O	$ 60.03
Designer	$38.28	$111.01	O	$ 111.01
Electrical Engineer	$43.58	$126.38	O	$ 126.38
Engineer 1	$47.23	$136.97	O	$ 136.97

Job Class	Mean / Avg.	Loaded (2.9 Office, 2.2 Field)	F/O	Maximum Rate
Engineer 2	$59.66	$173.01	O	$ 173.01
Engineering Intern	$34.44	$99.88	O	$ 99.88
Engineering Technician	$26.36	$76.44	O	$ 76.44
Environmental Specialist	$32.47	$94.16	O	$ 94.16
GIS Specialist	$40.71	$118.06	O	$ 118.06
Graphic Designer	$30.66	$88.91	O	$ 88.91
Inspector	$23.08	$50.78	F	$ 50.78
ITS Inspector	$33.66	$74.05	F	$ 74.05
Land Planner	$45.58	$132.18	O	$ 132.18
Landscape Architect	$45.75	$132.68	O	$ 132.68
Landscape Architect Intern	$26.32	$76.33	O	$ 76.33
Landscape Designer/Landscape Planner	$31.47	$91.26	O	$ 91.26
MAT CADD/Computer Technician	$31.13	$90.28	O	$ 90.28
MAT Chief Engineer	$69.45	$201.41	O	$ 185.00
MAT Engineer	$40.16	$116.46	O	$ 116.46
MAT Engineer Intern	$35.15	$101.94	O	$ 101.94
MAT Engineering Technician	$21.70	$62.93	O	$ 62.93
MAT Geologist	$25.67	$74.44	O	$ 74.44
MAT Principal Engineer	$67.34	$195.29	O	$ 185.00
MAT Project Manager	$56.35	$163.42	O	$ 163.42
MAT Secretary/Clerical	$20.68	$59.97	O	$ 59.97
MAT Senior Engineer	$55.03	$159.59	O	$ 159.59
MAT Senior Engineering Technician	$26.92	$78.07	O	$ 78.07
MAT Technical Secretary	$21.50	$62.35	O	$ 62.35
MAT Technician Aid	$20.34	$58.99	O	$ 58.99
Mechanical Engineer	$43.96	$127.48	O	$ 127.48
MOT - Qualified Worksite Traffic Supervisor	$42.55	$93.61	F	$ 93.61
Planner	$30.77	$89.23	O	$ 89.23
Principal Engineer	$88.96	$257.98	O	$ 185.00
Project Architect	$69.17	$200.59	O	$ 185.00
Project Landscape Architect	$47.70	$138.33	O	$ 138.33
Project Manager 1	$68.05	$197.35	O	$ 185.00
Project Manager 2	$75.31	$218.40	O	$ 185.00
Project Manager 3	$83.97	$243.51	O	$ 185.00
Project Planner	$37.31	$108.20	O	$ 108.20
Relocation Administrator	$68.59	$198.91	O	$ 185.00
Relocation Agent	$41.64	$120.76	O	$ 120.76
Scientist	$29.51	$85.58	O	$ 85.58
Secretary/Clerical	$26.10	$75.69	O	$ 75.69
Senior Acquisition Agent	$72.37	$209.87	O	$ 185.00
Senior Archaeologist	$28.75	$83.38	O	$ 83.38
Senior Architect	$64.68	$187.57	O	$ 185.00
Senior Certified Bridge Inspector	$38.30	$84.26	F	$ 84.26
Senior Computer Programmer	$50.86	$147.49	O	$ 147.49
Senior Designer	$41.10	$119.19	O	$ 119.19
Senior Electrical Engineer	$62.85	$182.27	O	$ 182.27
Senior Engineer 1	$69.24	$200.80	O	$ 185.00
Senior Engineer 2	$76.85	$222.87	O	$ 185.00
Senior Engineering Technician	$31.25	$90.63	O	$ 90.63

Job Class	Mean / Avg.	Loaded (2.9 Office, 2.2 Field)	F/O	Maximum Rate
Senior Environmental Specialist	$52.15	$151.24	O	$ 151.24
Senior Inspector	$34.76	$76.47	F	$ 76.47
Senior ITS Inspector	$39.24	$86.33	F	$ 86.33
Senior Landscape Architect	$54.97	$159.41	O	$ 159.41
Senior Mechanical Engineer	$70.67	$204.94	O	$ 185.00
Senior Planner	$57.04	$165.42	O	$ 165.42
Senior Relocation Agent	$57.07	$165.50	O	$ 165.50
Senior Scientist	$46.32	$134.33	O	$ 134.33
Senior Underwater Certified Bridge Inspector	$34.13	$75.09	F	$ 75.09
Senior Utility Coordinator	$48.24	$139.90	O	$ 139.90
Suit Coordinator	$43.58	$126.38	O	$ 126.38
SUR Aerial Sensor Operator	$26.65	$58.63	F	$ 58.63
SUR Chief Surveyor	$63.61	$139.94	F	$ 139.94
SUR Contract Coordinator	$43.83	$96.43	F	$ 96.43
SUR Field Crew Supervisor I	$29.10	$64.02	F	$ 64.02
SUR Field Crew Supervisor II	$42.02	$92.44	F	$ 92.44
SUR Mobile Survey Analyst 1 (Entry)	$19.09	$42.00	F	$ 42.00
SUR Mobile Survey Analyst 2 (Junior)	$27.86	$61.29	F	$ 61.29
SUR Mobile Survey Analyst 3 (Senior)	$39.54	$86.99	F	$ 86.99
SUR Multi Engine Aircraft Pilot	$43.78	$96.32	F	$ 96.32
SUR Party Chief	$28.69	$63.12	F	$ 63.12
SUR Principal Surveyor	$53.80	$118.36	F	$ 118.36
SUR Project Surveyor	$44.27	$97.39	F	$ 97.39
SUR Secretary/Clerical	$24.86	$72.09	O	$ 72.09
SUR Senior Project Surveyor	$48.73	$107.21	F	$ 107.21
SUR Senior Surveyor	$52.81	$116.18	F	$ 116.18
SUR Single Engine Aircraft Pilot	$34.28	$75.42	F	$ 75.42
SUR SUE Technician 1 (Entry)	$18.11	$39.84	F	$ 39.84
SUR SUE Technician 2 (Junior)	$20.62	$45.36	F	$ 45.36
SUR SUE Technician 3 (Senior)	$28.32	$62.30	F	$ 62.30
SUR Survey Technician 1 (Entry)	$15.41	$33.90	F	$ 33.90
SUR Survey Technician 2 (Junior)	$17.80	$39.16	F	$ 39.16
SUR Survey Technician 3 (Senior)	$21.89	$48.16	F	$ 48.16
SUR Survey/GIS/SUE Analyst 1 (Entry)	$19.61	$43.14	F	$ 43.14
SUR Survey/GIS/SUE Analyst 2 (Junior)	$26.87	$59.11	F	$ 59.11
SUR Survey/GIS/SUE Analyst 3 (Senior)	$38.24	$84.13	F	$ 84.13
SUR Surveyor	$39.13	$86.09	F	$ 86.09
SUR UAS Operator	$38.89	$85.56	F	$ 85.56
Technician Aid	$18.50	$53.65	O	$ 53.65
Transportation Data Analyst	$41.43	$120.15	O	$ 120.15
Transportation Data Scientist	$50.21	$145.61	O	$ 145.61
Transportation Data Technician	$21.33	$61.86	O	$ 61.86
Utility Coordinator	$36.52	$105.91	O	$ 105.91

Highway Engineering Services for the Department of Transportation and Public Works

ISD Project Number: E19-DTPW-12

MAXIMUM SURVEY RATES

FDOT Rate Sheet is primary. Any duplicate salary rate would be paid at the FDOT rate regardless of rate shown on this sheet. Rates are based on first year rates below. 2nd and 3rd year rates do not apply.

General Land and Engineering Surveying (Office Staff)

		1st year	2nd Year	3rd Year	
1	Draftsperson				
2	Surveyor Computer				
3	Principal Surveyor				

General Land and Engineering Surveying Field Crews (Non Airport)

		1st Year	2nd Year	3rd Year	
1	Survey Crew (Party of Four)	$2,175.77	$2,208.40	$2,241.53	Per Day
2	Survey Crew (Party of Three)	$1,876.92	$1,905.07	$1,933.65	Per Day
3	Survey Crew (Party of Two)	$1,711.86	$1,737.54	$1,763.61	Per Day
4	Mobil Lidar Services Rates to be negotiated with Project Manager				

General Land and Engineering Surveying Field Crews (Airport/ Port of Miami)

		1st Year	2nd Year	3rd Year	
1	Survey Crew (Party of Four)	$2,502.14	$2,539.67	$2,577.76	Per Day
2	Survey Crew (Party of Three)	$2,158.48	$2,190.85	$2,223.71	Per Day
3	Survey Crew (Party of Two)	$1,968.64	$1,998.17	$2,028.14	Per Day

Note: For Survey Crews, a minimum of four (4) hours shall be paid in cases of cancellation due to inclement weather or other reasons , after the crew has reported to the site.

Photogrammetry (Office Personnel)

		1st year	2nd Year	3rd Year	
1	Aerial Sensor Operator	$120.00	$121.80	$123.63	Per hour
2	Multi Engine Aircraft Pilot	$163.13	$165.58	$168.06	Per hour
3	Single Engine Aircraft Pilot	$127.09	$129.00	$130.93	Per hour
4	Aerial Survey Analyst One	$90.00	$91.35	$92.72	Per hour
5	Aerial Survey Analyst Two	$110.00	$111.65	$113.32	Per hour
6	Aerial Survey Analyst Three	$132.65	$134.64	$136.66	Per hour
7	Photogrammetrist	$193.97	$196.88	$199.83	Per hour
8	Aerial LiDAR Specialist	$132.65	$134.64	$136.66	Per hour
9	Cartographer	$111.89	$113.57	$115.27	Per hour

Photogrammetry (Equipment)					
		1st Year	2nd Year	3rd Year	
1	Aerial Digital Camera (Frame)	$1,900.00	$1,928.50	$1,957.43	Per hour
2	Aerial Digital Camera (Line Scanning)	$700.00	$710.50	$721.16	Per hour
3	Aerial Small Format POD Camera	$250.00	$253.75	$257.56	Per hour
4	Aerial LiDAR Sensor (Terrain Mapper)	$2,600.00	$2,639.00	$2,678.59	Per hour
5	Aerial LiDAR Sensor (Topographic)	$1,300.00	$1,319.50	$1,339.29	Per hour
6	Small UAS Thermal Sensor	$120.00	$121.80	$123.63	Per hour

Photogrammetry (Aircrafts)					
		1st Year	2nd Year	3rd Year	
1	Twin Turbine Airplane (pressurized)	$1,800.00	$1,827.00	$1,854.41	Per hour
2	Twin Turbine Airplane (non-pressurized)	$900.00	$913.50	$927.20	Per hour
3	Twin Piston Airplane	$700.00	$710.50	$721.16	Per hour
4	Single Piston Airplane	$300.00	$304.50	$309.07	Per hour
5	Helicopter	$1,800.00	$1,827.00	$1,854.41	Per hour
6	UAS Flying time with Camera Only	$2,000.00	$2,030.00	$2,060.45	Per Day**
7	UAS Flying time with Camera and LiDAR	$4,000.00	$4,060.00	$4,120.90	Per Day**
		**(MAXIMUN FOUR MISSIONS PER DAY)			

Photogrammetry (Field Personnel)				
	1st Year	2nd Year	3rd Year	
1	UAS Certified Remote Pilot in Command (PIC)	$170.00	$172.55	$175.14
2	UAS Aircraft Controller	$115.00	$116.73	$118.48
3	UAS Visual Observer(VO) Rate	$75.00	$76.13	$77.27

Under Ground Services					
		1st year	2nd Year	3rd Year	
1	Designating Services (USL) 3 men crew	$292.71	$297.10	$301.56	Per hour
2	GPR 3 men crew	$331.74	$336.72	$341.77	Per hour
3	Vac Truck (Test Holes)	$450.00	$456.75	$463.60	Per hole

Note: For USL Crews, GPR crews, and Vack Trucks, a minimum of four (4) hours shall be paid in cases of cancellation due to inclement weather or other reasons , after the crew has reported to the site.

bcc engineering

	Hydrographic Services (Office Personnel)				
		1st year	**2nd Year**	**3rd Year**	
1	Certified Hydrographer	$193.97	$196.88	$198.85	Per hour
2	USGS Boat Captain	$95.00	$96.43	$97.39	Per hour
3	Commercial Diver (Master Diver)	$150.00	$152.25	$153.77	Per hour
4	AAUS Scientific Diver	$117.65	$119.41	$120.61	Per hour
	Hydrographic Services (Equipment)				
		1st year	**2nd Year**	**3rd Year**	
1	Survey Boat (Fuel to reimbursed as a direct cost/Captain is not included)	$1,800.00	$1,827.00	$1,845.27	Per Day
2	Odom E20 Sounder (or equivalent)	$185.00	$187.78	$189.65	Per Day
3	Heave, Pitch, Roll Compensator (TSS/SBG) (or equivalent)	$160.00	$162.40	$164.02	Per Day
4	Multibeam Reason 7125SV2 (or equivalent)	$600.00	$609.00	$615.09	Per Day
5	Teledyne BlueView Scanning Sonar BV 5000 (or equivalent)	$582.75	$591.49	$597.41	Per Day
6	Applanix POS M\V Ocean Master (or equivalent)	$400.00	$406.00	$410.06	Per Day
7	Valeport Swift CTD (or equivalent)	$120.00	$121.80	$123.02	Per Day
8	Hypack/Hysweep (or equivalent)	$263.00	$266.95	$269.61	Per Day
9	Nortek AWAC ADCP high frequency deep-water wave height, direction and current profiler *ADCP monthly cost may be pro-rated for shorter periods of use	To be negotiated by Project Manager			
10	Nortek Aquadopp ADCP low frequency shallow water wave height, direction and current profiler *ADCP monthly cost may be pro-rated for shorter periods of use	To be negotiated by Project Manager			
11	Nortek Storm Software for wave and current data processing (or equivalent)	$97.65	$99.11	$100.11	Per Day
12	X-STAR CHIRP 512i/216 Seismic Profiling (or equivalent)	$950.00	$964.25	$973.89	Per Day
13	Sonar Wizard Map Seismic Data Processing Package (or equivalent)	$97.65	$99.11	$100.11	Per Day
14	Edgetech 4200 FS/4125 Side scan Sonar System (or equivalent)	$795.00	$806.93	$814.99	Per Day
15	Sonar Wizard Map side scan Data Processing Package (or equivalent)	$125.00	$126.88	$128.14	Per Day

16	Geometric G-881 Magnetometer (or equivalent)	$175.00	$177.63	$179.40 Per Day
	Hydrographic Services (Equipment)			
18	GPS Integrated Underwater Video Camera	**To be negotiated by Project Manager**		
19	Remote control Boat	**To be negotiated by Project Manager**		

	General Notes
1	**Maintenance of Traffic** will be reimbursed as a direct cost (previous approval in writing from Project Manager is required)
2	**Police Escort** will be reimbursed as a direct cost (previous approval in writing from Project Manager is required)
3	**Rates per linear foot** are not allowed under this contract
4	**Reporting Requirement:** Consultant is required to provide to DTPW all documents such as Proposals, Work Orders, Payments, when doing work for another County Department or Agency failure to do so will result on suspension.

FDOT Rate Sheet is primary. Any duplicate salary rate would be paid at the FDOT rate regardless of rate shown on this sheet.

	Unit Price	Unit
1. GEOTECHNICAL SERVICES (9.01)		
A. Mobilization of Truck-Mounted Drill Rig. [If special access equipment required (i.e. ATV's, Off-Road or Marine Equipment) or restricted access See Item 8 of the "General Notes and Special Conditions" for Rates.)	**$ 401.27**	Up to 4 Percolations per Day or Up to 100 Ft. of Borings.
B. Borings Standard Penetration per ASTM D-1586:		
With or Without Casing:		
Penetration Depth 0' to 50'	**$ 22.93**	Per Foot
Penetration Depth 51' to 75'	**$ 27.52**	Per Foot
Penetration Depth 76' to 100'	**$ 32.10**	Per Foot
Penetration Depth 101' to 150'	**$ 38.98**	Per Foot
C. Auger Borings per ASTM D-1452 Penetration Depth:		
Penetration Depth 0' to 50'	**$ 17.19**	Per Foot
Penetration Depth 51' to 75'	**$ 19.49**	Per Foot
Penetration Depth 76' to 100'	**$ 21.78**	Per Foot
Penetration Depth 101' to 150'	**$ 26.37**	Per Foot
D. Rock Coring per ASTM D-2113 (Max. NX Size):		
Penetration Depth 0' to 50'	**$ 38.61**	Per Foot
Penetration Depth 51' to 75'	**$ 45.86**	Per Foot
Penetration Depth 76' to 100'	**$ 53.89**	Per Foot
Penetration Depth 101' to 150'	**$ 60.76**	Per Foot
Casing	**$8.00**	Per Foot
Rates for 4" Diameter Rock Coring to be negotiated with Project Manager		
E. Standard Penetration Test (Includes Mobilization and Soil Boring Log) (Portable Equipment)	**$ 28.66**	Per Foot

			Unit Price	Unit
	1E.1	Standard Penetration Test (Water Boring) (Equipment Excluded, Barge Cost to be Negotiated by User Department. Permit Reimbursable upon Proof of Payment.)	$ 57.32	Per Foot
F.	**Undisturbed Sampling per ASTM D-15**		$ 126.12	Per Sample
G.	**Slug Percolation Test-USGS / PWD 9" Dia. Hole (DERM) (Min. 2 per Job)**		$ 459.23	Per Test
H.	**Double Ring Infiltration Test per ASTM D-3385 (Swale or Grassy Areas) (Min. 2 Tests)**		$ 527.39	Per Test
I.	**Percolation Tests**			
	1I.1	Fla. Dept. of Health and Rehabilitative Services, Chapter 100-6.57 (Min. 2 Tests per Job)	$ 394.39	Per Test
	1I.2	DCPW Highway Division (Min. 12" Dia.) (Min. 2 Tests per Job)	$ 567.51	Per Test
	1I.3	Open Hole Method (Min. 6" Dia.)(Min. 2 Tests)	$ 552.96	Per Test
J.	**Closing Holes with Grout / Approved Method(s) to Safe proof Site. [Safe proof to be Accomplished Before Laboratory Leaves the Site(s)]**		$ 9.17	Per Lineal Foot
K.	**Trench Test per So. Fla. Water Management District. (Excludes Equipment and Operator) (Provide Equipment Rental Invoice for Direct Cost Reimbursement).**		$ 558.24	Per Test
L.	**Soil Cement Stabilization Field Inspection**		$ 92.87	Per Hour
	1L.1	Soil Cement Cylinder Testing	$ 72.23	Per Hour
M.	**Water Quality Monitoring**		$ 92.87	Per Sample
N.	**Geotechnical Engineering Evaluation and Report of Existing Soil with Respect to Allowable Bearing Capacity.**		$ 137.58	Per Hour
O.	**Geotechnical Engineer Pile Capacity Analysis**		$ 137.58	Per Hour
P.	**Muck Probes**		$ 91.72	Per Hour
2.	**MONITORING WELLS (Includes Drilling)**	**(9.01)**		

		Unit Price	Unit
A.	**Mobilization of Truck-Mounted Drill Rig. (Same Conditions Apply as referenced for Geotechnical Services, Item 1.A, Page 1 of the Fee Schedule)**	**$ 401.27**	Up to 2 Wells per Day
B.	**Monitoring Well Installation (2" PVC, Max. 20' Depth)* (Min. 2 Wells)****	**$ 745.22**	Per Well
C.	**Monitoring Well Abandonment (2" PVC, Max. 20' Depth)* (Min. 2 Wells)****	**$ 331.00**	Per Well
D.	**Monitoring Well Abandonment (4" PVC, Max. 20' Depth)* (Min. 2 Wells)****	**$ 374.82**	Per Well
E.	**Monitoring Well (4" PVC, Max. 20' Depth)* (Min. 2 Wells)****	**$ 972.23**	Per Well
F.	**Monitoring Well Installation (2" PVC, Greater than 20' up to 100')* (Min. 2 Wells)****	**$ 80.25**	Per Foot
	* Excludes Permit. ** Due to Security Constraints Rates Negotiable for Aviation, Seaport and MDT.		
G.	**Repair of Monitoring Wells Unit Rates**	**$ 1,071.98**	Per Unit
H.	**Water Quality Monitoring (Does Not Include Analytical Tests) (Per Well)**	**$ 278.68**	Per Well
I.	**Direct Push Well Installation (20 Feet Max.)**	**$ 882.80**	Per Well
J.	**Direct Push Soil / Groundwater Sampling**	**$ 1,834.39**	Per Day
K.	**Boat Rental (Min. 8 Hour Day) With Prior Approval by the Issuing Department (Furnish Copy of Ownership or Copy of Rental Invoice).**	**$ 515.92**	Per Day

			Unit Price	Unit
3.	**PRE-STRESS / PRE-CAST (9.02)**	(Includes Travel, Mileage, Delivery and Certified Reports).		
	A.	**A. Pre-Stress / Pre-Cast Fabrication Inspection per PCI MNL-116 (Structural) or MNL-117 (Architectural) (Bridge and Building Units / Ready Mix Plants Inspections) (Min. 4 Hrs.)**	**$ 92.87**	Per Hour
	B.	**Pre-Stress (Inspection and Certified Report Included) (Stressing Operation and Inspection) per PCI MNL-116 (Min. 4 Hrs.)**	**$ 92.87**	Per Hour
	C.	**Reinforced Concrete Pipe and Pre-Fabricated Manhole Inspection (Types, Sizes, and Design) (Includes Inspection and Certified Report) (Min. 4 Hrs.)**	**$ 92.87**	Per Hour
	D.	**Absorption Test of Pre-Cast Units per ASTM C-497.**	**$ 59.61**	Per Core
	E.	**Three Edge Bearing Test per ASTM C-497.**	**$ 92.87**	Per Hour
	F.	**Hydrostatic Testing per ASTM C-497.**	**$ 92.87**	Per Hour
	G.	**Testing Concrete Cylinder per ASTM C-497. (Same Conditions Apply as Shown on 3A.1) (Does NOT Include Technician or Pick-Up).**	**$ 126.12**	Per Cylinder
	*	If Additional Hours are Required Must have Approval from Issuing Department.		
4.	**PILING (9.02)**			
	A.	**Pile Driving/Auger Cast Pile Inspection (Includes Certified Log/Report (4 Hrs. Min.)**	**$ 92.87**	Per Hour
	4A.1	Splice of Piles as an Addition (per Occurrence) (with Prior Approval from Engineer) (Witness Splice).	**$ 92.87**	Per Hour
	B.	**Vibro-Flotation Inspection (4 Hrs. Min.)**	**$ 92.87**	Per Hour
	C.	**Pile Load Test -Test Frame and Load Set-up Witnessed by Certified Inspector per ASTM D-1143 (Equipment / Loads Furnished by Contractor)**	**$ 92.87**	Per Hour
	4C.1	Furnishing and Set-up of Calibrated Gauges.	**$ 124.90**	Per Gauge
	4C.2	Monitoring of Pile Load Test, Collect Field Data, and Inspector Time.	**$ 92.87**	Per Hour

			Unit Price	Unit
	4C.3	Pile Load Test Report, Certify and Prepare Report for Load Capacity of Pile. (Engineer's Time).	**$ 137.58**	Per Hour
	4C.4	Pile Dinamic per Day (To be negotiated by PM)		
5. SOILS (9.02)				
(Includes Travel, Mileage, Delivery and Certified Report)(Does NOT Include Technician or Pick-Up).				
A. Field Density Tests				
	5A.1	Sand Cone Method per AASHTO T-19 and ASTM D-1556 (2 Tests Min.)	**$ 98.60**	Per Test
		Nuclear Method per AASHTO T-238 & ASTM D-2922, (Moisture per AASHTO T-239 & ASTM D-3017) (Min. 4 Tests):		
	5A.2	Per Test (From 1 thru 4 Tests), Per Trip	**$ 54.48**	Per Test
		Per Test (From 5 thru 10 Tests), Per Trip	**$ 37.83**	Per Test
		Per Test (From 11or More Tests), Per Trip	**$ 33.25**	Per Test
	5A.3	Maximum / Minimum Relative Density Tests per ASTM D-4253 and 4254 (Field and Laboratory)	**$ 189.17**	Per Test
	5A.4	Hourly Rate-(Min. 4 Hrs.)* (Unlimited Tests) (7:00 AM to 6:00 PM) (Equipment **ONLY**, Technician **NOT** included)	**$ 72.23**	Per Hour
	*	If Laboratory Finishes Work in Less than the 4 Hr. Increment, they Shall be Paid for the Full 4 Hrs., if Time Runs Past the 4 Hr. Increment, Extra Hrs. Shall Be Paid at the Per Hour Rate, Upon Approval from Issuing Department.		
	5A.5	**Evening Density Testing (7:00 PM to 6:00 AM) (If Requested by Issuing Department Designee to be Performed in the Evening and to be Paid at the Min. 4 Hrs. Unlimited Tests*) (Equipment ONLY, Technician NOT included.)**	**$ 97.46**	**Per Hour**
B. Moisture Density Tests (Proctor)				

			Unit Price	Unit
	5B.1	Standard per AASHTO T-99 and ASTM D-698 (Non-Traffic Areas)(Min. 2 Tests per Trip)	$ 146.75	Per Test
	5B.2	Modified per AASHTO T-180 and ASTM-1577 (Building / Highway Projects) (Min. 2 Tests per Trip)	$ 165.10	Per Test
C.	**Limerock Bearing Ratio (LBR) - FDOT**		$ 401.27	Per Test
D.	**Carbonates on LBR Material (2 Tests per Trip)**		$ 80.25	Per Test
E.	**Laboratory California Bearing Ratio (CBR) per ASTM D-1883 (One Point)**		$ 309.55	Per Test
	5E.1	Lab Proctor Test	$ 165.10	Per Test
	5E.2	Three (3) Point CBR	$ 389.80	Per Test
F.	**Field California Bearing Ratio per Asphalt Institute MS-10 (Latest Version) (Reaction Load by Others) (2 Tests Min.)**		$ 464.33	Per Test
G.	**Moisture Content**		$ 43.57	Per Test
H.	**Organic Content**		.	
	5H.1	Limerock per AASHTO T-267 (by Incineration)	$ 57.32	Per Test
	5H.2	Test of Soil Chemical Analysis [(1972) P.R. Hesse P. 211] (by Peroxide)	$ 80.25	Per Test
I.	**Grain Size per AASHTO T-27 (Sieve Analysis Only)**		$ 73.37	Per Test
J.	**Mechanical Analysis per ASTM D-422 or T-11 and T-27**		$ 77.96	Per Test
K.	**Soil Classification per ASTM D-3282 and D-2487 (AASHTO-Unified-FAA)**		$ 110.06	Per Test
L.	**Los Angeles Abrasion on Rip-Rap per ASTM C-535 (Large Size Coarse Aggregate)**		$ 275.15	Per Test
M.	**Soundness on Rip-Rap per ASTM C-88 (5 Cycle Sodium Sulphate)**		$ 325.21	Per Test
N.	**Soil Specific Gravity per ASTM D-854**		$ 68.79	Per Test

		Unit Price	Unit
O.	**Material Finer than 200 Sieve per ASTM C-117**	**$ 51.59**	Per Test
P.	**Liquid Limit per ASTM D-4318 (Atterberg Limits)**	**$ 85.99**	Per Test
Q.	**Salt Content per FDOT FM 5-516**	**$ 66.49**	Per Test
R.	**Limerock Base Thickness Determination - Minimum 3" Diameter Holes FAAP- 211 (Min. 2 Tests) (Excludes Mobilization and Transportation)**	**$ 88.28**	Per Test
	* Unlimited Tests	**$ 773.88**	Per Day
S.	**Limerock Chemical Analysis per DCPW, FDOT (2 Tests Min.)**	**$ 97.46**	Per Test
T.	**Limerock Chemical Analysis per DCAD FAAP-211 (2 Tests Min.)**	**$ 97.46**	Per Test
U.	**Resistivity Test in Accordance with California Method 643-7 with Break- down for Test, Sampling, PH Measurement of Water and Soil, etc.**	**$ 165.10**	Per Test
V.	**Sediments Tests**	**$ 82.55**	Per Test
W.	**Soil Load Bearing Test (Plate Load) (Reaction Load by Others)**		
	5W.1 Static Load on Footings per ASTM D-1194	**$ 593.89**	Per Test
	5W.2 Repetitive Static Load for Pavement per ASTM D-1195	**$ 629.43**	Per Test
	5W.3 Non-Repetitive Static Load for Pavement per ASTM D-1196	**$ 629.43**	Per Test
X.	**Soil Relative Density Tests (Vibro-Flotation / In-Situ Verification)**		
	5X.1 CPT Cone Penetration Test Soundings	**$ 18.35**	Per Foot
Y.	**Horticultural Service for PH Value of Soil**	**$ 48.11**	Per Test
Z.	**Horticultural Service for Soluble Salts in Soil**	**$ 80.25**	Per Test
AA.	**Horticultural Service for Macro Nutrients in Soil**	**$ 93.05**	Per Test
AB.	**Backfill Monitoring (4 Hrs. Min.)**	**$ 74.52**	Per Hour
AC.	**Geotechnical Engineer (Min. 2 Hours)**	**$ 137.58**	Per Hour

		Unit Price	Unit
6.	**ASPHALT CONCRETE (9.03)**		
	(Includes Travel, Mileage, Delivery and Certified Report.)(Does NOT Include Technician or Pick-Up).		
A.	**Asphalt Paving Design Mix Marshall Method (Includes Sampling, Standard Design and Applicable Marshall Procedures) per Asphalt Institute Manual Series No. 2**	**$ 905.73**	Per Mix
B.	**Analysis of Special Design Mix.**	**$ 733.75**	Per Mix
C.	**Marshall Properties (FDOT Procedures) (Aviation P- 401 / P- 405). (Technician plus tests.)**		
6C. 1	Stability per ASTM D-1559 or AASHTO D-T 245 (Set of 3 Specimen).	**$ 139.88**	Per Set
6C. 2	Flow per ASTM - 1559 or AASHTO D-T 245 (Set of 3 Specimen).	**$ 128.41**	Per Set
6C. 3	Density per ASTM D-2726 (Set of 3 Specimen).	**$ 131.84**	Per Set
6C. 4	Air Voids per ASTM- 3203 (Set of 3 Specimen).	**$ 128.41**	Per Set
6C. 5	Maximum Density per ASTM D-2041.	**$ 29.72**	Per Set
6C. 6	Particle Coating per ASTM D-2489.	**$ 144.46**	Per Sample
6C. 7	Sampling/Prep. Per ASTM D-1559 / D-2726.	**$ 88.28**	Per Sample
6C. 8	Bulk Specific Gravity of Drilled Core per ASTM D-2726.	**$ 61.91**	Per Core
6C. 9	Moisture Content - Drying per ASTM C-566.	**$ 63.06**	Per Sample
6C.10	Moisture Content - Distillation per ASTM D-1461.	**$ 149.05**	Per Sample
6C.11	Asphaltic Specific Gravity / Absorption of Aggregate Blends.	**$ 114.65**	Per Aggregate Sample
6C.12	Sampling Hot Mix at Manufacturer Per ASTM D-979.	**$ 68.79**	Per Hour
6C.13	Effect of Water on Hot Mix per ASTM D-1075 (Set of 6 Samples).	**$ 144.46**	Per Set
6C.14	Washed Sieve Analysis.	**$ 73.37**	Per Sample

		Unit Price	Unit
	6C.15 AASHTO T-182.	$ 160.51	Per Sample
	6C.16 Flat / Elongated Pieces per ASTM D-4791.	$ 154.78	Per Sample
	6C.17 Effect of Moisture On Hot Mix per ASTM D-4867 (Set of 6 Samples).	$ 343.95	Per Set
	6C.18 Sand Equivalent per ASTM D-2419	$ 114.65	Per Sample
	6C.19 Effect of Water on Cohesion per ASTM D-1075 / Modified.	$ 218.99	Per Sample
D.	**Extraction/Gradation Analysis per ASTM D-6307.**	$ 166.24	Per Test
E.	**Asphalt Plant Technician Using FDOT Approved Plant, Laboratory and Procedures for Extraction, Gradations, Marshall Tests and Temperature Checks (ASTM D-290-85) (Per Person. Min. 4 Hrs.)**	$ 92.87	Per Hour
F.	**Paving Technician for On-Site Paving Operations, Inspections per FDOT Procedures (Temperature, Density Testing and Observation) (4 Hr. Min.)**	$ 92.87	Per Hour
G.	**Asphalt Densities (Nuclear-Back Scatter Method) (Min. 4 Tests).**	$ 34.40	Per Test
H.	**Asphalt Core Drilling for Thickness Measurements (Includes Asphalt Patching) (Min. 6 Cores per Call-Out).**	$ 68.79	Per Core
I.	**Asphalt Cores Laboratory Tests for Measurements per ASTM D-3549 and Weight per Cubic Foot, per ASTM D-2726. (Min. 4 Cores)**	$ 51.59	Per Core
J.	**Gyratory Compaction (Bulk Specific Gravity)**	$ 137.58	Per Sample
7.	**TECHNICAL SERVICES (AVIATION) (9.03)**		
A.	**P401 Technical Services - NICET III/P.E./FDOTII/Equivalent per ASTM D-3666 Asphalt Plant Facilities & Initial Plant Inspection, Quality Reviews, Design Mix/JMF Review, Technical Report/Meetings/Coordination Oversight/PWL /Reviews (Min. 4 Hrs.).**	$ 143.31	Per Hour
B.	**P401 / P405 / P602 / P603 / P609 - Field Acceptance Inspection. Certified Inspector per ASTM D-3666.**		
	7B.1 Level "I" Inspector (Weekday Min. 4 Hrs.)	$ 92.87	Per Hour

			Unit Price	Unit
	7B.2	Level "II" Inspector (Weekday Min. 4 Hrs.)	$ 96.30	Per Hour
	7B.3	Cancellation Fee (Plant) (Per Cancellation, Per Technician)	$ 249.94	Per Cancellation/Tech.
8.	**CONCRETE TESTING (9.03)**			
	(Inclusive of Travel, Mileage, Delivery and Certified Report)(Does NOT Include Technician or Pick-Up).			
	A.	**Cylinders - Cast and Tested by Laboratory.**		
	8A.1	Standard 6"x12" or 4"x 8" Cylinder. (Concrete Temperature Test and Slump Test) (Per ASTM C-31 "Section 7" Lab. Strength Tests per C-39 using C-617 or C-1231) (Max. 5 Cylinders Per Set).	$ 126.12	Per Set
	8A.2	Lightweight 3"x 6" Cylinder Includes Concrete Per ASTM C-495 (Max. 5 Cylinders Per Set).	$ 126.12	Per Set
	8A.3	Air Entrainment per ASTM C31(used Concurrently with Concrete Set Testing).	$ 40.13	Per Set
	8A.4	Cylinder Pick-Up.	$ 66.49	Per Hour
	B.	**Securing Structural or Pavement Cores per ASTM C-42(6"Max. Dia.) (3 Cores Min.)**		
	8B.1	8" Deep	$ 143.31	Per Core
	8B.2	14" Deep	$ 171.97	Per Core
	8B.3	12" Deep x 12" Diameter	$ 343.95	Per Core
	C.	**Cores Trim and Compression Test per ASTM C-42.**	$ 45.42	Per Test
	D.	**Concrete Masonry Units per ASTM C-140 & C-551- Block/Brick per ASTM-140.**		
	8D. 1	Concrete Brick per ASTM C-551. (Min. 2 Bricks)		
		8D.1A Compression	$ 51.59	Per Brick
		8D.1B Absorption	$ 74.52	Per Brick

		Unit Price	Unit
	8D.1C Dimension	$ 51.59	Per Brick
	8D.1D Appearance	$ 48.16	Per Brick
8D. 2	Block, Manhole	$ 63.06	Per Test
8D. 3	Block, Concrete Compression per ASTM C-140 - Individual Units.	$ 63.06	Per Test
8D. 4	Block, Concrete Absorption per ASTM C-140 Individual Units.	$ 68.84	Per Test
8D. 5	Moisture Content of Concrete Block per ASTM C-140.	$ 63.06	Per Block
8D. 6	Block Series, Dimensions, Compression, Absorption, Moisture Content and Unit Weight (Density) per ASTM C-140.	$ 194.02	Per Block
8D. 7	Mortar Cubes 2"x 2"x 2" Compression Test per ASTM C-109 (Min. 3 per Test) (Cast by Others).	$ 40.13	Per Cube
8D. 8	Masonry Prisms per ASTM C-1314 (Fabricated by Contractor) (Unfilled).	$ 154.78	Per Prism
8D. 9	Sampling and Pick-Up (Casting Not Included).	$ 72.23	Per Unit
8D.10	Concrete Block Unit Weight per ASTM C-140.	$ 68.05	Per Block
8D.11	Grout Cube Compression Test per ASTM C-1014 (Cast by Others).	$ 24.07	Per Cube
8D.12	Technician to Cast Mortar or Grout Cubes in Laboratory or On-Site (Incl. Slump & Temp. Tests) per ASTM C-1019	$ 72.23	Per Hour
8D.13	On-Site Masonry Inspector per ACI-530.1 (Min. 4 Hrs.)	$ 92.87	Per Hour
8D.14	Measure Grout Prisms per ASTM C-1019 (4 Prism per set)	$ 154.78	
E.	**Concrete Beams**		
8E.1	Tension Test per ASTM C-496 (Splitting Tension Test for Cylindrical Specimen, not Beams).	$ 75.62	Per Test
8E.2	Flexural Test per ASTM C-78 (ASTM C-31, C-78) Cast per ASTM C-36, (2 Beams Required per Test).	$ 137.58	Per Beam

		Unit Price	Unit
F.	**Air Content per ASTM C-173 or ASTM C-231.**	**$ 40.13**	Per Test
G.	**Concrete Densities (Unit Weight) & Yield Test per ASTM C-138.**	**$ 45.86**	Per Test
H.	**Design Mix per ACI-211 Standard Aggregate (Materials Furnished by Supplier) (Laboratory Sampling Included) (1 Trial Batch and 6 Cylinder Tests)** (First of Any Series).	**$ 596.18**	Per Mix
	(Additional Design Mixes in Series)	**$ 458.60**	Per Mix
	8H.1 Design Mix Materials Testing.	**$ 83.70**	
	8H.1a Gradation.	**$ 94.01**	Per Test
	8H.1b Fine Aggregate Gravity and Absorption C-127.	**$ 104.34**	Per Test
	8H.1c Coarse Aggregates Specific Gravity and Absorption C-128.	**$ 252.23**	Per Test
	8H.1d LA Abrasion C-88.	**$ 92.87**	Per Test
I.	**On-Site Inspection per ACI-304 and ACI-311.5R (Per Site Visit as Approved by the Engineer) (4 Hrs. Min.)**	**$ 92.87**	Per Hour
J.	**Concrete Plant Inspection per ACI-311.5 (Mix and Weight Verification) (4 Hrs. Min.)**	**$ 92.87**	Per Hour
K.	**Windsor Probe Test per ASTM C-803 (Penetration Resistance to Determine Uniformity) with Equipment Charge (Windsor Gun) (Per Trip Per Location)**	**$ 309.65**	Per Trip
L.	**ASTM C-803 (Set of 3 Probes per Test)**	**$ 114.65**	Per Test
M.	**Concrete Rebound Hammer Test per ASTM C-805 (Use of Spring Driven Steel Hammer to Determine Uniformity of In-Place Concrete) (4 Hrs. Min.)**	**$ 92.87**	Per Hour
N.	**Pullout per ASTM C-900 (Includes Pin Installation).**	**$ 393.25**	Per Test
O.	**Thickness of Concrete per ASTM C-1383.**	**$ 76.82**	Per Hour

	Unit Price	Unit
P. Corrosion Activity per ASTM C-876	**$ 99.75**	Per Hour
Q. Chloride Content.		
8Q.1 Per ASTM C-1152	**$ 143.31**	Per Test
8Q.2 Per ASTM C-1218	**$ 149.10**	Per Test
R. Pachometer (Magnometer) Readings for Rebar Location, Approximate Size and Spacing (4 Hrs. Min.)	**$ 92.87**	Per Hour
S. Los Angeles Abrasion per ASTM C-131 (Small Size Coarse Aggregate).	**$ 252.23**	Per Test
T. Sieve Analysis per ASTM - 136.	**$ 83.70**	Per Test
U. Absorption Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C - 127.	**$ 83.70**	Per Test
V. Specific Gravity Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C- 127.	**$ 83.70**	Per Test
W. Weight per Cubic Feet per ASTM C-29.	**$ 83.70**	Per Test
9. STEEL (9.04)		
(Use - AWA, AMS, AWS, ASME, API, as Applicable		
A. Shop / Field Weld Inspection per ASTM D-5339 (4 Hrs. Min.)	**$ 92.87**	Per Hour
B. AWS, AWA, ASME Welder Tests - Groove or Fillet		
Plate	**$ 246.49**	Per Position
Pipe	**$ 246.94**	Per Position
C. Reinforcing Steel Tensile Test	**$ 149.93**	Per Test
D. Reinforcing Steel Deformation Test	**$ 55.04**	Per Test
E. Reinforcing Bar Placement Inspection	**$ 92.87**	Per Hour

	Unit Price	Unit
F. Chemical Laboratory Test		
Welding Inspection and Dye Penetrant Weld Testing	**$ 92.87**	Per Hour
G. Radiograph Weld Inspection (Min. 4 Tests)	**$ 160.51**	Per Test
H. Engineering Services		
9H.1 Special Inspector for Threshold Buildings (State Certified) (4 Hrs. Min.)	**$ 137.58**	Per Hour
9H.2 Special Inspector Designee (4 Hrs. Min.)	**$ 137.58**	Per Hour
9H.3 Special Inspector under the Florida Building Code (4 Hrs. Min.)	**$ 137.58**	Per Hour
10. **MECHANICAL (9.04)**		
A. Sound Surveys (Includes Travel Time)	**$ 112.36**	Per Hour
B. Lighting Surveys (Includes Travel Time)	**$ 112.36**	Per Hour
11. **FIRE PROOFING (9.04)**		
A. Inspection of Sprayed-On Fireproof Coating on Structural Steel.		
11A.1 4 Hours Minimum	**$ 92.87**	Per Hour
11A.2 Laboratory Unit Weight Test of Fireproofing Coating per ASTM E-605	**$ 68.79**	Per Test
11A.3 Field Adhesion / Cohesion Tests per ASTM E-736	**$ 145.46**	Per Test
* If Additional Hours are Required Must Have Approval from Issuing Department		
12. **STRAIN MEASUREMENTS (SR4 INDICATOR) (9.04)**		
A. Technician Services to Install Gauges/Make Strain Reading (4 Hr. Min.)	**$ 92.87**	Per Hour
13. ULTRASONIC INSPECTIONS (9.04)		

	Unit Price	Unit
A. Services of an Ultrasonic Technician and Equipment (8 Hours Min.)	**$ 143.31**	Per Hour
B. Assistant Technician (8 Hours Min.)	**$ 149.05**	Per Hour
14. **STRUCTURAL STEEL (9.04)**		
A. Welding Inspector Per AWS Code (4 Hrs. Min.)	**$ 92.87**	Per Hour
B. Structural Steel Shop or Field Inspector (4 Hrs. Min.)	**$ 92.87**	Per Hour
C. Bolt Tightening Inspection by Using:		
14C.1 Torque Wrench	**$ 92.87**	Per Hour
14C.2 Reg. Wrench	**$ 92.87**	Per Hour
14C.3 Filler Gauge	**$ 92.87**	Per Hour
D. Structural Steel Testing / Inspection (4 Hrs. Min.)	**$ 92.87**	Per Hour
15. **WELDING (9.04)**		
A. AWS Certified Welding Inspector (4 Hrs. Min.) (Per Inspection)	**$ 92.87**	Per Hour
B. AWS Certified Welding Inspector / 1 Hr. PADI Certified (Min. 2 Inspectors per Inspection.)	**$ 160.51**	~~Per Hour~~
16. **MAGNETIC PARTICLE TESTING (MAGNAFLUX) (9.04)**		
A. Services of a Non- Destructive Technician	**$ 92.87**	Per Hour
B. Magnaflux Testing	**$ 88.28**	Per Test
17. ROOFING (9.05)		

		Unit Price	Unit
	(All Tests Performed Shall be in Accordance with Current Edition of the Florida Building Code at Time the Work is Issued, further, Laboratory Shall be part of the Current Listing of Certified Laboratories for Miami-Dade County Building Department.)		
A.	**Built-Up Roof Sample Analysis (Test Method for Moisture in Mineral Aggregate used for Built-Up Roofs) (ASTM D-1864)**	**$ 60.76**	Per Test
B.	**ASTM 3617**	**$ 346.24**	Per Test
C.	**Compression Test - Roof Tiles**	**$ 66.49**	Per Hour
D.	**Absorption Test - Roof Tiles (Per Set of 5)**	**$ 265.99**	Per Set
E.	**Up-lift Test of Roof Tiles (Per Set of 5)**	**$ 321.02**	Per Set
F.	**Core Samples (per Architect / Engineer's Recommendations)**	**$ 83.70**	Per Sample
G.	**Visual Inspections**		
	Per Job Min.	**$ 814.02**	Per Job Min.
	Per Square Foot	**$ 0.19**	Per Sq. Ft.
H.	**Infrared Moisture Survey (Mobilization of Equipment)**		
	Per Job Min.	**$ 905.73**	Per Job Min.
	Per Square Feet	**$ 0.30**	Per Sq. Ft.
I.	**Asbestos Testing**	**$ 72.33**	Per Sample
J.	**Nuclear Moisture Testing**		
	Per Job Min.	**$ 859.87**	Per Job. Min
	Per Square Feet	**$ 0.24**	Per Sq. Ft.
K.	**Impedence Moisture Survey (Machine) (Max. 3 cores)**		

		Unit Price	Unit
	Per Job Min.	$ 905.73	Per Job. Min
	Per Square Feet (Additional Sq. Ft. Survey)	$ 0.30	Per Sq. Ft.
L.	**Bonded Pull Test**	$ 229.30	Per Test
M.	**Fastener Pull Test (First 10,000 Sq. Ft. Per Deck) (10 Tests)**	$ 905.73	Per Test
	Per New Roof (Core Sample)	$ 57.32	Per Test
	Existing Roof (Core Sample)	$ 68.79	Per Test
N.	**Bell Chamber Test (Max. 2 Tests / Any Additional Test $300.00)**	$ 859.87	Per Test
O.	**Title Uplift Test (TAS 106)**		
	Per Square Feet (2,500 Sq. Ft.)	$ 286.62	Per Sq. Ft.
	Additional per Square	$ 22.93	Per Sq. Ft.
P.	**Engineer's Report**	$ 136.78	Per Hour
22.	**MAINTENANCE OF TRAFFIC**		
	To be negotiated by User Department's Project Manager if Required due to the Location of the Work to be Performed. Laboratory shall present proof of man hours and equipment used to provide the "Maintenance of Traffic".		
23.	**ENGINEERING SERVICES**		
A.	**C.A.D. Operator**		Per Hour
B.	**Staff Engineer**		Per Hour
C.	**Professional Engineer**		Per Hour
D.	**Senior Engineer**		Per Hour
E.	**Principal**		Per Hour

	Unit Price	Unit
F. Clerical / Administrative		Per Hour
G. Engineering Technician (Applies to all Sub-Categories)		Per Hour

Note: Fees paid to the laboratories for the work performed shall be in accordance to the negotiated fees as shown on this "Fee Schedule". Nevertheless, hours for the work performed can be negotiated by the user department.

EXHIBIT E

DETAILED SCOPE OF WORK
Negotiated at Work Order level

EXHIBIT F

LIST OF EMPLOYEES, CLASSIFICATIONS, AND SALARY RATES
Negotiated at Work Order level

EXHIBIT G

ISD FORMS

ISD FORM NO. 1 – LOCAL BUSINESS PREFERENCE AFFIDAVIT

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following:

1. Proposer has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to proposal submission.

   Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year licenses may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

   Proposer shall state its Miami-Dade County (or other County if applicable, see note below) physical business address

   6401 SW 87th Avenue, Suite 200, Miami, FL 33173

3. Proposer affirms that the local business address location has served as the place of employment for at least three full-time employees for a continuous period of one year prior to proposal submission or the Proposer is a Small Business Enterprise and the local business address location has served as the place of employment for at least one full-time employee for a continuous period of one year prior to proposal submission.
   Check box, if applicable:

   ☑ a) Proposer is NOT a Small Business Enterprise and affirms that the local business address location has served as the place of employment for at least three full-time employees for a continuous period of one year prior to proposal submission. Write the number of full-time employees at the local business address location : 119

   ☐ b) Proposer is a Small Business Enterprise and affirms that that the local business address location has served as the place of employment for at least one full-time employee for a continuous period of one year prior to proposal submission. Write the number of full-time employees at the local business address location :_____.

4. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:
   Check box, if applicable:

   ☑ a) Retention and expansion of employment opportunities in Miami-Dade County.

   ☑ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.

   ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Proposer: BCC Engineering, LLC

Federal Employer Identification Number: 65-0540100

Address: 6401 SW 87th Avenue, Suite 200

City/State/Zip: Miami, FL 33173

Telephone: 305.670.2350 Fax: 305.670.2351

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

Signature of Authorized Representative

Title: Jose Munoz, PE | President

Date: 06/19/2020

STATE OF FLORIDA

COUNTY OF: MIAMI-DADE

SUBSCRIBED AND SWORN TO (or affirmed) before me on, 06/19/2020,
(Date)

by JOSE MUNOZ, PE.
(Affiant)

He/She is personally known to me or has presented Personally Known To Me as identification.

(Type of Identification)

(Signature of Notary)

GG162327
(Serial Number)

TRUDY L. MOLENDYK
Notary Public – State of Florida
Commission # GG 162327
My Comm. Expires Jan 26, 2022
Bonded through National Notary Assn.

(Print or Stamp Name of Notary)

1/26/22
(Expiration Date)

Notary Public: Florida
(State)

Notary Seal

Note: Local preference is only applicable to the Proposer. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations. The Proposer shall complete, sign and submit the Miami-Dade County ISD Form No. 1 - Local Business Preference Affidavit.

001463

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

3427069

BUSINESS NAME/LOCATION
BCC ENGINEERING LLC
6401 SW 87TH AVE 200
MIAMI FL 33173

RECEIPT NO.
RENEWAL
3579001

EXPIRES
SEPTEMBER 30, 2020
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art 9 & 10

OWNER
BCC ENGINEERING LLC
C/O JOSE A MUNOZ

Employee(s) 1

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM
EB7184

PAYMENT RECEIVED BY TAX COLLECTOR
$75.00 09/05/2019
FPPU08-19-014477

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

00031

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

3427069

BUSINESS NAME/LOCATION
BCC ENGINEERING LLC
6401 SW 87TH AVE 200
MIAMI FL 33173

RECEIPT NO.
RENEWAL
3579001

EXPIRES
SEPTEMBER 30, 2019
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
BCC ENGINEERING LLC
C/O JOSE A MUNOZ

Employee(s) 1

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM
EB7184

PAYMENT RECEIVED BY TAX COLLECTOR
$82.50 05/29/2019
CREDITCARD–19–047047

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

EXHIBIT H

AFFIRMATION OF VENDOR AFFIDAVIT

1.1. DEFINITIONS FOR VENDOR REGISTRATION

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.
Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.
Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.
County – shall refer to Miami-Dade County, Florida
DPM – shall refer to Miami-Dade County's Department of Procurement Management.
Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.
Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.
The Vendor Registration Package – *shall refer to the Business Entity Registration Application.*

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Sec. 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (*County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code)*
3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)
6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (*Section 2-8.1 of the County Code)*
7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (*Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)*
8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)
9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)
11. ***Subcontracting Practices***
    (Ordinance 97-35)
12. ***Subcontractor /Supplier Listing***
    (Ordinance 97-104)
13. ***Environmentally Acceptable Packaging***
    Resolution (R-738-92)
14. ***W-9 and 8109 Forms***
    The vendor must furnish these forms as required by the Internal Revenue Service.
15. ***Social Security Number***
    In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/vendor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. ***Office of the Inspector General***
    Pursuant to Section 2-1076 of the County Code.
17. ***Small Business Enterprises***
    The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. ***Antitrust Laws***
    By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Miami-Dade County

Department of Procurement Management

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 (for goods and services) and July 1, 2008 (for design and construction), 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. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11, Resolution No. R-183-00 amending Resolution No. R – 1499-91 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*

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

5/09/2008

EXHIBIT I
TABLE OF ORGANIZATION

TABLE OF ORGANIZATION

BCC	**BCC Engineering, LLC**	FEIN No: 65-0540100 TC's Assigned: 3.02, 3.04, 16.00, 1.01, 3.03, 3.05, 3.06, 3.07, 3.08, 3.09, 3.10, 3.11, 10.01, 11.00, 13.00 & 17.00
TRA	**TRACE Consultants, Inc.**	FEIN No: 45-5418595 TC's Assigned: 3.02, 3.04 & 3.09
HS	**Highway Studio, LLC**	FEIN No: 83-4215003 TC's Assigned: 3.02
CON	**Consor Engineers, LLC**	FEIN No: 59-3221706 TC's Assigned: 3.12 & 17.00
ML	**Miller, Legg & Associates, Inc.**	FEIN No: 65-0563467 TC's Assigned: 10.01 & 20.00
NV5	**NV5, Inc. d/b/a Kaco**	FEIN No: 27-1979486 TC's Assigned: 9.01, 9.02, 9.03, 9.04 & 10.05
CAL	**Caltran Engineering Group, Inc.**	FEIN No: 27-4564005 TC's Assigned: 3.05, 3.06 & 3.07
BON	**J Bonfill And Associates, Inc**	FEIN No: 65-0133546 TC's Assigned: 15.01 & 15.03
EBS	**EBS Engineering, Inc.**	FEIN No: 65-0492113 TC's Assigned: 10.05, 10.06 *& 10.07
INI	**Initial Engineers, P.A.**	FEIN No: 65-0705637 TC's Assigned: 12.00 & 13.00
GCES	**GCES Engineering Services, LLC**	FEIN No: 46-1012695 TC's Assigned: 9.01, 9.02, 9.03 & 9.04
TUG	**The Urban Group, Inc.**	FEIN No: 59-2442945
MRG	**Media Relations Group, LLC**	FEIN No: 20-0118620

DENOTES SBE COMPANY

ADDITIONAL SUPPORT

GOVERNMENT LIAISON
Alfred Lurigados, PE (BCC)

PUBLIC INVOLVEMENT
Alicia Gonzalez (MRG)
Jeanette Gorgas (MRG)

ROW LAND ACQUISITION
Barry Lazarus (TUG)
Maria Llanes (TUG)

ENVIRONMENTAL
Dylan Larson, CEP, PWS, GTA (ML)
William Mahler, CA, CLI (ML)

MD-DTPW
Joan Fabian, PE

PRINCIPAL-IN-CHARGE
Jose Muñoz, PE (BCC)

PROJECT MANAGER 3.02 | 3.04
Anthony Jorges, PE (BCC)

QA/QC MANAGER
Luis Rodriguez, PE (BCC)

DEPUTY PROJECT MANAGER 3.02 | 3.04
Daniel Benitez, PE (BCC)

QA/QC TEAM

HIGHWAY TEAM 1, 2, 3 & 4
Jason Chang, PE (BCC)
Luis Tellechea (BCC)
Carlos Verson, PE (TRA)
Carlos Alcantara, PE (BCC)

PLANNING & TRAFFIC
SungRyon Han (BCC)
Jeannelia Liu, PE (CAL)

STRUCTURES
Daniel Raymat, PE (BCC)

LIGHTING & SIGNALS
Erik Spillman, PE (BCC)

STORMWATER DESIGN
Wilfredo Rodriguez (BCC)

BUILDING STRUCTURES
Steve Goldstein, PE (BCC)

HIGHWAY DESIGN TEAM 1 3.02 | 3.04
Daniel Benitez, PE
Deputy PM/Team Leader (BCC)
Junior Henry, PE
Highway Design Engineer (BCC)
Richard Burgess, PE
Highway Design Engineer (BCC)
Angel Ferrer
Highway CADD Technician (BCC)

HIGHWAY DESIGN TEAM 2 3.02 | 3.04
Oscar Oliva, PE
Team Leader (BCC)
Michelle Rossi, PE
Highway Design Engineer (BCC)
Maria Florez, EI
Highway Designer (BCC)
Omar Roman
Highway CADD Technician (BCC)

HIGHWAY DESIGN TEAM 3 3.02 | 3.04
Frank Panellas, PE
Team Leader (TRA)
Favio A. Lavarde, PE
Highway Design Engineer (TRA)
Diego Quintero, PE
Highway Design Engineer (TRA)
Diego Espitia, PE
Highway Design Engineer (TRA)

HIGHWAY DESIGN TEAM 4 3.02 | 3.04
Shelley Ortiz, PE
Team Leader (HS)
Sudhir Muppalla, PE
Highway Design Engineer (HS)
Sudheer Chinta, PE
Highway Design Engineer (BCC)
Misael Ramirez
Highway CADD Technician (BCC)

CIVIL ENGINEERING 16.00
Joanne Prince, PE
Team Leader (BCC)
David Soler, PE
Civil Engineer (BCC)
Gabriel Hernandez, PE
Civil Engineer (BCC)

PLANNING & TRAFFIC 1.01 | 3.04 | 3.05 | 3.06
Lorin Brissett, PE
Team Leader (BCC)
Yifan Zhang
Sr. Transportation Planner (BCC)
Danyu Shi, AICP
Sr. Traffic Planner (BCC)
Juan Calderon, PE, PTOE, PTP
Traffic Planner (CAL)

TRAFFIC ENG. OPERATIONS 3.07 | 3.08 | 3.09 |3.10 | 3.11
Dacha Quintana, PE
Team Leader (BCC)
Hendric Mendez, PE
S&PM Engineer (BCC)
Keri-Ann Coore, PE
S&PM Engineer (BCC)
Omid Fallahinejad, PE
Sr. ITS Engineer (BCC)
Arturo Espinosa, PE
Lighting Engineer (BCC)
George Calvo, PE
Signals Engineer (TRA)

ENGINEERING CM 17.0 | 3.12
William Garcia, PE
Team Leader (BCC)
Fredrick Meek, CBI
Certified Bridge Inspector (CON)
Eric Echeverria
Senior Roadway Inspector (CON)
William Gehry, CBI
Underwater Inspector (CON)

STORMWATER DESIGN 10.01
Alex Vazquez, PE
Team Leader (BCC)
Armando Rodriguez
Drainage Designer (BCC)
Carlos Formoso, EI
Drainage Designer (BCC)

MECHANICAL ENGINEERING 12.00
Alfonso Fernandez-Fraga, PE
Mechanical Engineer (INI)

ELECTRICAL ENGINEERING 13.00
Daniel S. Davidson, PE
Electrical Engineer (INI)

STRUCTURES 3.03
Joan de la Rosa, PE
Team Leader (BCC)
Hugo Altimari, PE
Structures Engineer (BCC)
Esen Tokay, PE
Structures Engineer (BCC)
Sybille Bayard, PE
Structures Engineer (CON)

UTILITY COORDINATION
Ricardo Duran, CGC
Sr Utility Coordinator (BCC)
Shari Ramirez, PE
Utility Coordinator (BCC)

GEOTECHNICAL 9.01 | 9.02 | 9.03 | 9.04
Alejandro Montenegro, PE
Team Leader (GCES)
Eric Stern, PG
Sr. Geotechnical Engineer (NV5)
Dhayana Chacon
Geotechnical Engineer (GCES)
Elias Manzur
Geotechnical Engineer (GCES)

CONTAMINATION 10.05 | 10.06 | 10.07
Benjamin S. Essien, PE
Team Leader (EBS)
Joshua Hirten, PG
Sr. Environmental Manager (NV5)
Francisco Gomez
Senior Ecological Scientist (EBS)

BUILDING STRUCTURES 11.00
Christian Aquino, PE
Structural Engineer (BCC)

SURVEYING & MAPPING 15.01 | 15.03
Jacqueline Bonfill, NCARB, RA
Team Leader (BON)
Oria Jannet Suarez, PSM
Sr. Surveyor/Mapper (BON)

LANDSCAPE ARCHITECTURE 20.00
Brian Shore, RLA
Senior Landscape Architect (ML)
Miguel Juncal, RLA, CA
Landscape Architect (ML)

EXHIBIT J

QUALITY ASSURANCE PLAN FORM

Negotiated at Work Order level

Professional Services Agreement
Between

Miami-Dade County
And

Kimley-Horn and Associates, Inc.

For
Professional Services for Highway Engineering Services for the Department of Transportation and Public Works.

Contract No.: 20190309

ISD Project No.: E19-DTPW-12

TABLE OF CONTENT

DEFINITIONS 4
PROFESSIONAL SERVICES AGREEMENT 5
SECTION I - COUNTY OBLIGATIONS 5
SECTION II - PROFESSIONAL SERVICES 6
SECTION III - TIME FOR COMPLETION 9
SECTION IV – COMPENSATION 9
SECTION V - METHOD OF PAYMENT 13
SECTION VI - SCHEDULE OF WORK 15
SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION 15
SECTION VIII - OWNERSHIP OF DOCUMENTS 16
SECTION IX - REUSE OF DOCUMENTS 17
SECTION X – OFFICIAL NOTICES 17
SECTION XI - AUDIT RIGHTS 18
SECTION XII - SUBCONTRACTING 19
SECTION XIII - CERTIFICATION 24
SECTION XIV - TERMINATION OF AGREEMENT 24
SECTION XV - DURATION OF AGREEMENT 25
SECTION XVI - DEFAULT 26
SECTION XVII - INDEMNIFICATION AND INSURANCE 26
SECTION XVIII-ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS 28
SECTION XIX – TRUTH IN NEGOTIATION CERTIFICATION OF WAGE RATES 31
SECTION XX - EQUAL OPPORTUNITY 31
SECTION XXI - AFFIRMATIVE ACTION PLAN REQUIREMENTS 33
SECTION XXII - BUSINESS APPLICATIONS AND FORMS 33
SECTION XXIII – PROMPT PAYMENT 34
SECTION XXIV – ESTIMATE TIME FOR CONTINGENCY 34
SECTION XXV - CONTINGENCY ALLOWANCE 35
SECTION XXVI - SCRUTINIZED COMPANY 35
SECTION XXVII – ERRORS AND OMISSIONS 35
SECTION XXVIII - MISCELLANEOUS 37
SECTION XXIX - ENTIRETY OF AGREEMENT 39

EXHIBITS

A. AFFIDAVITS REQUIRED AT TIME OF PROPOSALS
B. TRAVEL REQUEST FORM SAMPLE (N/A – NEGOTIATED AT WORK ORDER LEVEL)
C. REIMBURSABLE (DIRECT) EXPENSES (N/A – NEGOTIATED AT WORK ORDER LEVEL)
D. MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION
E. DETAILED SCOPE OF WORK (N/A – NEGOTIATED AT WORK ORDER LEVEL)
F. LIST OF EMPLOYEES, CLASSIFICATIONS, AND SALARY RATES
G. ISD FORMS
H. AFFIRMATION OF VENDOR AFFIDAVIT
I. TABLE OF ORGANIZATION
J. QUALITY ASSURANCE PLAN FORM (N/A – NEGOTIATED AT WORK ORDER LEVEL)

DEFINITIONS

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

1. **Consultant** is the person or organization licensed to practice architecture and/or engineering in the State of Florida and is referred to throughout the PSA as singular in number and masculine in gender.

2. **Contracting Officer** is the Director of Department of Transportation and Public Works.

3. **Contracting Officer's Representative** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.

4. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the CONSULTANT performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder, or partner of the firm, (2) a director or officer of the firm or (3) both.

5. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.

6. **Subconsultant** means any and all persons, firms or entities which will be engaged by the CONSULTANT to provide services under this PSA. The term is synonymous with "Subconsultant".

7. **Contract Documents** as design plans, specifications, cost estimates, and permit applications.

8. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers and communication equipment, for more than 30 consecutive days).

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 20__ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and Kimley-Horn and Associates, Inc., hereinafter referred to as the "CONSULTANT".

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 CONSULTANT and the CONSULTANT hereby covenants to provide Professional Services for Highway Engineering Services for the Department of Transportation and Public Works, Contract No.: 20190309, ISD Project No.: E19-DTPW-12, hereinafter referred to as the "Project".

SECTION I - COUNTY OBLIGATIONS

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

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

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

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

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

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

SECTION II - PROFESSIONAL SERVICES

The Department of Transportation and Public Works (DTPW) requires professional services for a wide range of planning, design, and management services as needed to assist in executing and expediting projects in the DTPW Capital Improvement Plan funded through Road Impact Fee (RIF). The qualified professional firm will be responsible for all specific phases of a project through implementation to achieve quality construction documents, cost, and schedule goals. Professional services include, but not necessarily are limited to the following: Planning, Design and Engineering, Public Involvement, Right-of-Way and Utilities Coordination, Construction, Project Control and Estimating Services, Plans Review, and Quality Assurance.

DTPW may request CONSULTANT services on an as-needed basis through the issuance of Work Orders for the required work to be performed and the estimated fees to be paid for the services authorized pursuant to the Scope of Services. Services to be provided by the Consultant(s) will be initiated and completed as directed by the COR for each assignment authorized under this agreement. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of the agreement. No minimum amount of work or compensation will be guaranteed.

Further, the CONSULTANT is providing these services on a nonexclusive basis. DTPW, at its sole discretion, may elect to have any of the services set forth herein performed by other CONSULTANT or DTPW staff.

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

A. Maintain an adequate staff of qualified personnel available at all times to perform within the term specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole reasonable judgement, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval.

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

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

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

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

F. Submit to the COUNTY design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit to the COUNTY the final work products upon incorporation of

any modifications requested by the COUNTY during any previous review and comments resolution process.

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

H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION VIII - OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

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

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

SECTION III - TIME FOR COMPLETION

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

SECTION IV – COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

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

1. The fee for engineering services rendered by the CONSULTANTS personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times the negotiated multipliers of **2.9** for office personnel and **2.2** for field personnel(Labor rates are subject to County approval as per paragraph 2 below)

2. The maximum direct hourly rates, per classification, excluding overhead billable under this contract shall not exceed the caps as listed in Exhibit D - MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION, unless authorized by the COR in writing, and shall apply to all employees except Principals.

3. The burdened direct labor charges shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.

4. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work on this project in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.

5. Labor rates shall be in accordance with the current list of employees maintained by the COR or designee. Rates supplied by the CONSULTANT and made a part hereof as Exhibit "F" shall be consistent with prevailing local wage rates paid for similar work to similar employee classifications and subject to COR approval prior to starting work. The CONSULTANT is permitted to submit a written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the COR. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm and subject to approval by the COR, which approval shall not be unreasonably withheld. Annual wage increases for these employees shall be no higher than five percent (5%) unless otherwise approved by the COR. This provision is not meant to limit the hourly rate at which the CONSULTANT pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT. In no way will an employee's hourly rate exceed the maximum amount per classification stipulated in the contract, without written approval by the COR. The COR may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances.

5. PRINCIPALS

The CONSULTANT shall be compensated at the following rate for the time of principals engaged directly in the work. The CONSULTANT is permitted to submit a written request

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

Firm	Principals	Hourly Rate
Kimley-Horn and Associates, Inc.	Russell Barnes, P.E.	$125.00

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

B. **LUMP SUM FEE**

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

C. REIMBURSABLE (DIRECT) EXPENSES

The CONSULTANT shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by the COR. Reimbursable expenses may include field office, utilties, furnishings, vehicles, expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).

Expenses for travel (except commuting), transportation and subsistence by CONSULTANT personnel in the furtherance of the work will be reimbursed according to the provisions of

County Administrative Orders 6-1 and 6-3 and Florida Statute Section 112, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the COUNTY for all travel expenses. Failure to obtain such prior authorization may be grounds for nonpayment of travel expenses. To be compensated for travel within the County, the CONSULTANT shall maintain accurate mileage records electronically and include original signatures upon submittal, along with their invoices.

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

D. SURVEYING AND GEOTECHNICAL SERVICES

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

1. Land and Engineering Field Survey

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

2. Geotechnical Engineering

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

E. MAXIMUM COMPENSATION

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this Agreement shall not exceed $5,000,000.00 (inclusive of base and contingency allowance amounts).

F. EXCEEDING EXPENDITURES

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

G. SUBCONSULTANT COMPENSATION

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

SECTION V - METHOD OF PAYMENT

The COUNTY agrees to make monthly payment to the CONSULTANT, based on properly submitted invoices, for all authorized work performed during the previous month or other mutually agreed invoicing period. The CONSULTANT agrees to provide invoices monthly and with every invoice, copies of any records necessary to substantiate payment requests to the COUNTY such as time sheets, detailing the task where the time has been spent, monthly progress reports and hours/costs expenditure reports, in a format acceptable to the COUNTY. The CONSULTANT shall submit duly certified invoices in duplicate and one electronic format to the COR in a format acceptable to the

COUNTY. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including time sheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

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

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

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

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

B. LUMP SUM FEE

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

SECTION VI - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. A work order issued by the COR shall cover in detail the scope, specific deliverables, time for completion, method of payment and compensation for the Professional Services requested in connection with each unit or section of work.

SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the Standard of Care as referenced in Section XXIX (B). The COUNTY and CONSULTANT shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The COUNTY and CONSULTANT waive all claims and causes of action not commenced in accordance with this Section.

The CONSULTANT and COUNTY waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The COR shall decide on all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

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

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

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

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

SECTION VIII - OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to pre-existing copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY, without restrictions or limitations, upon CONSULTANT receiving payment in full for services satisfactorily performed. However, the

COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the COR.

SECTION IX - REUSE OF DOCUMENTS

The CONSULTANT may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The COR shall not accept any reused data containing an excess of irrelevant material which has no connection with the applicable portion of the work. The CONSULTANT will not be liable for reuse by the COUNTY of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

SECTION X – OFFICIAL NOTICES

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

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

Project Manager:	Leonte Almonte
Address:	355 Alhambra Circle; Suite 1400 Coral Gables, FL 33134
Telephone:	(305) 535-7750
Email:	Leo.Almonte@Kimley-Horn.com

SECTION XI - AUDIT RIGHTS

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

Such audits may be performed by the COUNTY or may be arranged by the COUNTY through the auspices of the U.S. Department of Transportation. Alternatively, the COUNTY may cause an independent certified public accounting firm to perform the audit within the time herein described below. The CONSULTANT shall maintain all books of accounts, records, documents and other evidence of accounting procedures and practices sufficient to properly document all expenses incurred and anticipated to be incurred in the performance of this Contract including justification of the negotiated overhead rates and direct labor rates. The materials described above shall be made available at the office of the CONSULTANT, at reasonable times, for inspection, audit or reproduction, within three (3) years following final payment under this Contract and the closing of all other pending matters.

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

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

A. Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.

B. Permit an authorized representative of the COUNTY, State of Florida, United States Department of Transportation and Comptroller of the United States to examine such books, records, documents, papers, computations, projections and other supporting data.

C. In the event any information provided by the CONSULTANT during initial contract negotiations or any supplemental agreement negotiations or any other information is later determined by the COUNTY not to have been complete, accurate or current at the time of the submittal, the COUNTY shall be entitled to an appropriate correction of the total compensation amount. If this detemination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds including withholding funds due the CONSULTANT on other COUNTY contracts.

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

SECTION XII - SUBCONTRACTING

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

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

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

In addition, and as applicable, the CONSULTANT 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 19%. Failure to obtain COR approval of a Subconsultant prior to commencement of that Subconsultant's services may be grounds for non-payment of any services performed prior to approval.

A. SUBCONSULTANTS

1. The compensation for services rendered by the following Subconsultant's personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the IRS, for all time said personnel engaged directly in the work, times the following multipliers: 2.9 for Office Personel and 2.2 for Field Personnel

FIRMS
Aluces Corporation
Ayers Associates, Inc.
BND Engineers, Inc.
Caltran Engineering Group, Inc.
Castillo Engineering, Inc.
CSA Central, Inc.
Geosol, Inc.
Infinite Source Communications Group
Janus Research, Inc.
Longitude Surveyors, LLC
Manuel G. Vera & Associates, Inc.
Ross & Baruzzini, Inc.
Trace Consultants, Inc.
Universal Engineering Sciences, LLC
Wolfberg Alvarez & Partners, Inc.

NOTE #1 : Task involving a very small dollar amount will be considered miscellaneous services. The County may negotiate consultant fees for these services based on County's cost and price analysis.

2. The maximum direct hourly rates, per classification, excluding overhead, allowed under this contract shall not exceed the caps listed in Exhibit "D" unless authorized by the COR in writing, and shall apply to all employees. The burdened direct labor charges shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.

3. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the rate established by Subsection IV-A(1) hereof for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work in excess of 40 hours per week.

4. Labor rates shall be in accordance with Exhibit "D" supplied by the CONSULTANT on behalf of the Subconsultant and made a part hereof and consistent with prevailing local wage rates paid for similar work to similar employees classifications and subject to COUNTY approval prior to starting work. Subconsultants are permitted to submit a written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the

COR. Annual wage increases for these employees shall be no higher than five percent (5%) and shall be consistent with other similar employees unless otherwise approved by the COR.

5. All services provided by the Subconsultants shall be pursuant to appropriate agreements between the CONSULTANT and the Subconsultants which shall contain provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY and the services shall be compensated in accordance with Section IV-COMPENSATION. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Subconsultants.

6. Subconsultants may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. Subconsultants included in CONSULTANT's Proposal are deemed to be approved by the County. The COUNTY reserves the right at any time to withdraw the approval of such Subconsultant, if it decides that the services performed by the Subconsultant, are not acceptable to the COUNTY.

7. The CONSULTANT shall not change any Subconsultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Any request to add a Subconsultant shall include substantiation of Subconsultant's overhead acceptable to the COUNTY.

8. PRINCIPALS

Subconsultants shall be compensated at the following rate for the time of principals engaged directly in the work. Subconsultants are permitted to submit a written request for annual wage increases for its principals once annually from the effective date of the contract, for review and approval by the COR. Annual rate increases for Principals shall be at a maximum of 5% per year and subject to approval by the COR in writing, approval of

which shall not be unreasonably withheld. This rate shall not be subject to the overhead rates or fee and shall be applied to the time spent on requested work by the following Principals.

Firm	Principals	Hourly Rate
Aluces Corporation	Cesar D. Borges	$125.00 max
Ayers Associates, Inc.	Subrata Bandy	$125.00 max
BND Engineers, Inc.	Kevin Keane	$125.00 max
Caltran Engineering Group, Inc.	Juan Calderon	$125.00 max
Castillo Engineering, Inc.	Pacifico Castillo	$125.00 max
CSA Central, Inc.	Roberto Leon	$125.00 max
Geosol, Inc.	Oracio Riccobono	$125.00 max
Infinite Source Communications Group	Monica Diaz	$125.00 max
Janus Research, Inc.	Ken Hardin	$125.00 max
Longitude Surveyors, LLC	Eddie Suarez	$125.00 max
Manuel G. Vera & Associates, Inc.	Manuel G. Vera	$125.00 max
Ross & Barruzzini, Inc.	Mike Adams	$125.00 max
Trace Consultants, Inc.	Frank Panellas	$125.00 max
Universal Engineering Sciences, LLC	Reinaldo Villa	$125.00 max
Wolfberg Alvarez & Partners, Inc.	Marcel Morlote	$125.00 max

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

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

B. **NON-EXCLUSIVITY**

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

CONSULTANT, and if the new CONSULTANT is directed to perform the same services, the CONSULTANT shall be entitled to compensation as provided in this Section.

SECTION XIII - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT'S County-approved Subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT'S County-approved Subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the County Mayor or his designee shall have the right to annul this Agreement without liability.

SECTION XIV - TERMINATION OF AGREEMENT

It is expressly understood and agreed that the COR may terminate this Agreement, in whole or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the COR or by declining to issue Work Orders, as provided in Section VI; in which event the COUNTY's sole obligation to the CONSULTANT shall be payment in accordance with Section IV - COMPENSATION, for those units or sections of work previously authorized plus reasonable costs of termination. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONSULTANT, found acceptable to the COUNTY, up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY

may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of (1,825) Calendar Days after its date of execution, or until depletion of the funds allocated to pay for the cost of the services described in the Agreement. The County shall comply with the original terms and conditions and any amendments thereof.

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

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

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

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

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

SECTION XVI - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COR may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any completed professional services as of the date written notice of default is served. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall be compensated on a percentage of the professional services which have been performed and found acceptable to the County prior to the time the COR declares a default. Any dispute arising out of this Section shall be resolved in accordance with Section VII – RIGHT OF DECISIONS AND DISPUTE RESOLUTION.

SECTION XVII - INDEMNIFICATION AND INSURANCE

Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (where recoverable by law), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this AGREEMENT.

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

The CONSULTANT shall pay liabilities and losses in connection therewith and shall defend and pay all costs, judgments and attorney's fees (where recoverable by law) for such damages which are finally determined to have been caused by the CONSULTANT'S negligence, recklessness or intentionally

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

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any damages, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the CONSULTANT.

This Section shall survive expiration or termination of this AGREEMENT.

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

The CONSULTANT shall furnish to the COUNTY, c/o DTPW, 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 Consultant as required by Florida Statute 440.

B. Commercial General Liability in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate. 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 $2,000,000 per claim.

Certificates of Insurance and/or policies should reference Professional Services for Highway Engineering Services for the Department of Transportation and Public Works Contract No.: 20190309.

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

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

or

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

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

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

SECTION XVIII-ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS

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

A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.

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

C. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-l3, as amended, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Dade County Elections Department, P.O. Box 012241, Miami, FL 33101:

(1) A source of income statement;

(2) A current certified financial statement;

(3) A copy of the CONSULTANT'S Current Federal Income Tax Return.

D. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Office of the Governor Executive Order No. 11-02. The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons assigned or authorized by the Consultant to perform work pursuant to the Contract with the County.

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

The CONSULTANT shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (COUNTY) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S.,

or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

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

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

SECTION XIX – TRUTH IN NEGOTIATION CERTIFICATION OF WAGE RATES

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

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section IV, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XX - EQUAL OPPORTUNITY

A. EQUAL EMPLOYMENT OPPORTUNITY

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

violence, dating violence or stalking. Evidence of such actions shall be reported on forms supplied by the COUNTY.

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

The CONSULTANT shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Sections 112.041, 112.042 and 112.0113, Florida Statutes, Chapter 760 (Florida Civil Rights Act of 1992, as amended) and County Ordinance 75-46, effective June 28, 1975.

B. NONDISCRIMINATION

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

CONSULTANT further agress that he/she will comply with the requirements of the Americans with Disabilities Act.

SECTION XXI - AFFIRMATIVE ACTION PLAN REQUIREMENTS

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

SECTION XXII - BUSINESS APPLICATIONS AND FORMS

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

The Proposer is responsible for submitting the Vendor Registration Application on the COUNTY's Vendor Registration Site at https://www.miamidade.gov/Vendor/NewVendor/Enrollment.

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

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

SECTION XXIII – PROMPT PAYMENT

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

SECTION XXIV – ESTIMATE TIME FOR CONTINGENCY

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

SECTION XXV - CONTINGENCY ALLOWANCE

This project is a Professional Services Agreement; therefore, an estimated Allowance Account of $500,000.00 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by Department of Transportation and Public Works for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION XXVI - SCRUTINIZED COMPANY

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

SECTION XXVII – ERRORS AND OMISSIONS

The CONSULTANT, if Construction Engineering Inspection (CEI) services are exercised, shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract documents prepared by the CONSULTANT. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

It is specifically agreed that any construction changes categorized by the COUNTY as an error in the contract documents prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the error. The damages to the COUNTY for errors shall be calculated as one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. The COUNTY shall obtain recovery of the additional cost of construction for all errors caused by the CONSULTANT should the sum of the total additional constructions for errors in total exceed five percent (5%) of the total construction cost. Indirect costs may include delay damages caused by the error.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes categorized by the COUNTY as an omission in the contract documents prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the omission. The damages to the COUNTY for omissions shall be calculated as fifteen percent (15%) of the total direct cost of the change and one hundred percent (100%) of the indirect costs. Indirect costs may include delay damages caused by the omission.

To obtain such recovery, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT's insurance deductible.Should the damages incurred by the COUNTY exceed the CONSULTANT's insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT's insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and its insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above provided, however, the Parties agree that in no event shall the CONSULTANT be responsible for the cost of changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery

of additional costs to the COUNTY under this paragraph shall not limit or preclude in any way the CONSULTANT's indemnification obligations to the COUNTY pursuant to Section XVII of this Agreement, or preclude or limint in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

The extent of the CONSULTANT'S liability to the COUNTY shall be in accordance with Florida Statute 725.08. The CONSULTANT shall participate in all negotiations with the Consultant related to this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the Consultant related to this section shall constitute a waiver of CONSULTANT's rights to contest the appropriateness or amount of any settlements or change orders.

SECTION XXVIII - MISCELLANEOUS

A. Force Majeure. For the purposes of delay and events of force majeure under Section III, and event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, law enforcement actions, curfews, closure of transportation systems.

B. Standard of Care. Notwithstanding any other provisions to the contrary, in the performance of its Services, CONSULTANT shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period. COUNTY recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. CONSULTANT is not responsible for designing

or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

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

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

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

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

G. The Parties may from time to time by mutual agreement seek to modify, extend or enlarge the services under a Work Order ("Modification"). In the event the Parties agree to a Modification to add additional

services, or to make other modifications to the services, CONSULTANT's compensation, the schedule and any other relevant terms and conditions to the applicable Work Order shall be equitably adjusted prior to performance of such services.

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

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

SECTION XXIX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall be construed to make any party hereunder the agent, employee, partner or joint venturer of the other, nor will any CONSULTANT firm hereunder be considered the beneficiary of any of the duties or rights created by this Agreement between the COUNTY and any other consulting firm hereunder.

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

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

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

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

IN WITNESS THEREOF the parties hereto have executed these presents this _____ day of _____, 20__.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

By:_____

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

By:_____
COUNTY MAYOR

Approved by County Attorney

As to Form and Legal Sufficiency:

_____

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

10/21/20
_____
Julio Collier, P.E., Vice President

(Corporate Seal)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

By: 10/21/20
_____
Leonte Almonte, P.E.

By: 10/21/20
_____
Barton Fye, P.E. Assistant Secretary

STATE OF Florida

COUNTY OF Miami-Dade

by means of X physical presence or __ online notarization

The foregoing instrument was acknowledged before me this 21st day of October 2020 ,

by Julio Collier, P.E., as Vice President, and Barton Fye, P.E., as Asst. Secretary, of Kimley-Horn and Associates, Inc a foreign 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.

NOTARY PUBLIC STATE OF FLORIDA

DENISE KRAUSE-MASCONI
Commission # GG 125323
Expires July 22, 2021
Bonded Thru Budget Notary Services

Denise Krause-Masconi
Notary Public

My Commission Expires: July 22, 2021
Serial Number GG 125323

EXHIBITS

A. AFFIDAVITS REQUIRED AT TIME OF PROPOSALS
B. TRAVEL REQUEST FORM SAMPLE
C. REIMBURSABLE (DIRECT) EXPENSES
D. MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION
E. DETAILED SCOPE OF WORK
F. LIST OF EMPLOYEES, CLASSIFICATIONS, AND SALARY RATES
G. ISD FORMS
H. AFFIRMATION OF VENDOR AFFIDAVIT
I. TABLE OF ORGANIZATION
J. QUALITY ASSURANCE PLAN FORM

EXHIBIT A

AFFIDAVITS REQUIRED AT TIME OF PROPOSALS

MIAMI-DADE COUNTY

SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE

SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

This completed form must be submitted with proposal documents by all proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: E19-DTPW-12 Project Title: HIGHWAY ENGINEERING SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

Name of Proposer: Kimley-Horn and Associates, Inc. FEIN _____

Address: 355 Alhambra Circle, Suite 1400 City Coral Gables, State FL ZIP 33134

Telephone Number: 305.535.7750 Email address: Leo.Almonte@kimley-horn.com

The proposer is committed to meeting the established SBE measure(s) assigned to this project:

19 **% SBE-A/E,** _____ **% SBE-Con,** _____ **% SBE-G, and/or** _____ **% SBE-S.**

(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

To satisfy the requirements for Step 1 –Proposal Submittal and Compliance with Small Business Enterprise Program Measure(s), the following is required:

1. Acknowledge the SBE program measure(s) (i.e., *SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services*) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form 8DB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

To satisfy the requirements for Step 2 – Proposal Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form 8DB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Burt Baldo, PE, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Proposer's Signature (Owner/Officer)

SWORN TO and subscribed before me this 19th day of June 2020

Signature of Notary Public-State of Florida

Notary Public State of Florida
Jeanne M. Doucet
My Commission GG 208431
Expires 08/12/2022

My Commission Expires: 08/12/2022

Revised 10/19

Miami-Dade County
Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Officer overseeing this solicitation/ contract/purchase order. The Vendor/Contractor attests to providing all of the above information, if applicable, to the County.

NOTE: "Pursuant to Florida Statutes s. 92.525, under penalties of perjury....." vendors who are unable to obtain a Notary Public during the COVID-19 declared emergency are permitted to use the below declaration in lieu of (notarized) affidavits for responses to solicitations.

Written Declaration: Pursuant to Florida Statutes s. 92.525, under penalties of perjury, I declare that I have read the foregoing Contractor Due Diligence Affidavit and that the facts stated in it (attached to it) are true.

Contract No.: E19-DTPW-12

Federal Employer Identification Number (FEIN): 56-0885615

Contract Title: Highway Engineering Services for the Department of Transportation and Public Works

Burt Baldo, PE	Senior Vice President	
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Kimley-Horn and Associates, Inc.	6/19/2020	
Name of Firm	Date	
355 Alhambra Circle, Suite 1400, Coral Gables	Florida	33134
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of Florida County of Orange

Subscribed and sworn to (or affirmed) before me this 19th day of June, 2020 by Burt Baldo, P.E. He or she is personally known to me or has produced identification

Lauren A. Keys — 944378

Signature of Notary Public — Serial Number

Lauren A. Keys — 01/05/2024 — Notary Public Seal

Print or Stamp of Notary Public — Expiration Date

rev. COVID-19 declared emergency

Notary Public State of Florida
Lauren A Keys
My Commission GG 944378
Expires 01/05/2024

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects, we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. In the last 5 years, Kimley-Horn has had more than 19,675 active projects in Florida, 5 of which had some form of litigation alleging breach of contract. Of those cases, 3 were settled and closed, and 2 are pending. This represents 0.0002% of all projects completed by Kimley-Horn in Florida over the past 5 years. Settlements related to claims are bound by confidentiality agreements, so we cannot release any information on them. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058

Kimley-Horn has not defaulted, nor have we been debarred or received a formal notice of non-compliance or non-performance. Litigation cases in Florida, alleging breach of contract, in the last five years are as follows:

Community Asphalt Corporation v. Wantman Group, Inc., et al; Florida Department of Transportation; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2018-029816-CA-01; filed 2018; alleged economic loss; pending

Lunacon Engineering Group, Corp d/b/a Lunacon Construction Group, Corp v. City of Homestead v. Kimley-Horn and Associates, Inc., et al: 11th Judicial Circuit Court Miami-Dade County, Case No. 2017-000561-CA-01; filed 2017; alleged economic loss; settled; closed 2018.

Sema Construction, Inc. v. City of Altamonte Springs; 18th Judicial Circuit Court, Seminole County; Case No. 2015-CA-002951-15-W; filed 2016; alleged economic loss; pending.

Prime Properties International, LLC v. Kimley-Horn and Associates, Inc.: 10th Judicial Circuit Court, Polk County; Case No. 2017CA-002127; filed 2017; alleged economic loss: settled, closed 2017.

Wal-Mart Stores East, LP, et al. v. Bandes Construction Company, Inc., et al; 15th Circuit Court, Palm Beach County; Case No. 2019CA005775; filed 2019; alleged economic loss; settled; closed 2019

EXHIBIT B

TRAVEL REQUEST FORM SAMPLE

Negotiated at Work Order level

EXHIBIT C

REIMBURSABLE (DIRECT) EXPENSES
Negotiated at Work Order level

EXHIBIT D

MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION

Kimley»Horn

Job Class	Miami Dade Contract Maximim Rate	Field/ Office
Acquisition Administrator	$ 185.00	Office
Acquisition Agent	$ 180.67	Office
Appraiser	$ 142.22	Office
Archaeologist	$ 44.23	Office
Architect	$ 130.50	Office
Assistant Bridge Inspector	$ 46.27	Field
Assistant Underwater Bridge Inspector	$ 41.47	Field
CADD/Computer Technician	$ 91.55	Office
CEI Bridge Senior Inspector	$ 84.70	Field
CEI Contract Support Specialist	$ 87.98	Field
CEI Geotechnical Technician- Pile Foundation	$ 72.23	Field
CEI Inspector/Engineer Intern	$ 56.72	Field
CEI ITS Inspector	$ 62.44	Field
CEI Landscape Inspector	$ 59.82	Field
CEI Project Administrator/CEI Project Engineer	$ 122.83	Field
CEI Res Compliance Specialist	$ 62.06	Field
CEI Secretary/Clerk Typist	$ 72.12	Office
CEI Senior Inspector- Bldg Struct.	$ 83.60	Field
CEI Senior Inspector/Senior Engineer Intern	$ 77.88	Field
CEI Senior ITS Inspector	$ 94.82	Field
CEI Senior Landscape Inspector	$ 72.58	Field
CEI Senior Project Engineer	$ 152.04	Field
Chief Archaeologist	$ 114.64	Office
Chief Computer Programmer	$ 185.00	Office
Chief Designer	$ 140.68	Office
Chief Engineer 1	$ 185.00	Office
Chief Engineer 2	$ 185.00	Office
Chief Planner	$ 185.00	Office
Chief Scientist	$ 185.00	Office
Chief Utility Coordinator	$ 185.00	Office
Community Outreach Specialist	$ 115.33	Office
Community Outreach Specialist - Junior	$ 63.57	Office
Community Outreach Specialist - Senior	$ 148.36	Office
Computer Programmer	$ 75.28	Office
Contract Coordinator	$ 102.78	Office
Design Intern	$ 60.03	Office
Designer	$ 111.01	Office
Electrical Engineer	$ 126.38	Office
Engineer 1	$ 136.97	Office
Engineer 2	$ 173.01	Office
Engineering Intern	$ 99.88	Office
Engineering Technician	$ 76.44	Office
Environmental Specialist	$ 94.16	Office
GIS Specialist	$ 118.06	Office
Graphic Designer	$ 88.91	Office
Inspector	$ 50.78	Field
ITS Inspector	$ 74.05	Field
Land Planner	$ 132.18	Office
Landscape Architect	$ 132.68	Office
Landscape Architect Intern	$ 76.33	Office
Landscape Designer/Landscape Planner	$ 91.26	Office
MAT CADD/Computer Technician	$ 90.28	Office
MAT Chief Engineer	$ 185.00	Office
MAT Engineer	$ 116.46	Office
MAT Engineer Intern	$ 101.94	Office
MAT Engineering Technician	$ 62.93	Office
MAT Geologist	$ 74.44	Office
MAT Principal Engineer	$ 185.00	Office
MAT Project Manager	$ 163.42	Office
MAT Secretary/Clerical	$ 59.97	Office
MAT Senior Engineer	$ 159.59	Office
MAT Senior Engineering Technician	$ 78.07	Office
MAT Technical Secretary	$ 62.35	Office
MAT Technician Aid	$ 58.99	Office
Mechanical Engineer	$ 127.48	Office
MOT - Qualified Worksite Traffic Supervisor	$ 93.61	Field
Planner	$ 89.23	Office

Kimley»Horn

Job Class	Miami Dade Contract Maximim Rate	Field/ Office
Principal Engineer	$ 185.00	Office
Project Architect	$ 185.00	Office
Project Landscape Architect	$ 138.33	Office
Project Manager 1	$ 185.00	Office
Project Manager 2	$ 185.00	Office
Project Manager 3	$ 185.00	Office
Project Planner	$ 108.20	Office
Relocation Administrator	$ 185.00	Office
Relocation Agent	$ 120.76	Office
Scientist	$ 85.58	Office
Secretary/Clerical	$ 75.69	Office
Senior Acquisition Agent	$ 185.00	Office
Senior Archaeologist	$ 83.38	Office
Senior Architect	$ 185.00	Office
Senior Certified Bridge Inspector	$ 84.26	Field
Senior Computer Programmer	$ 147.49	Office
Senior Designer	$ 119.19	Office
Senior Electrical Engineer	$ 182.27	Office
Senior Engineer 1	$ 185.00	Office
Senior Engineer 2	$ 185.00	Office
Senior Engineering Technician	$ 90.63	Office
Senior Environmental Specialist	$ 151.24	Office
Senior Inspector	$ 76.47	Field
Senior ITS Inspector	$ 86.33	Field
Senior Landscape Architect	$ 159.41	Office
Senior Mechanical Engineer	$ 185.00	Office
Senior Planner	$ 165.42	Office
Senior Relocation Agent	$ 165.50	Office
Senior Scientist	$ 134.33	Office
Senior Underwater Certified Bridge Inspector	$ 75.09	Field
Senior Utility Coordinator	$ 139.90	Office
Suit Coordinator	$ 126.38	Office
SUR Aerial Sensor Operator	$ 58.63	Field
SUR Chief Surveyor	$ 139.94	Field
SUR Contract Coordinator	$ 96.43	Field
SUR Field Crew Supervisor I	$ 64.02	Field
SUR Field Crew Supervisor II	$ 92.44	Field
SUR Mobile Survey Analyst 1 (Entry)	$ 42.00	Field
SUR Mobile Survey Analyst 2 (Junior)	$ 61.29	Field
SUR Mobile Survey Analyst 3 (Senior)	$ 86.99	Field
SUR Multi Engine Aircraft Pilot	$ 96.32	Field
SUR Party Chief	$ 63.12	Field
SUR Principal Surveyor	$ 118.36	Field
SUR Project Surveyor	$ 97.39	Field
SUR Secretary/Clerical	$ 72.09	Office
SUR Senior Project Surveyor	$ 107.21	Field
SUR Senior Surveyor	$ 116.18	Field
SUR Single Engine Aircraft Pilot	$ 75.42	Field
SUR SUE Technician 1 (Entry)	$ 39.84	Field
SUR SUE Technician 2 (Junior)	$ 45.36	Field
SUR SUE Technician 3 (Senior)	$ 62.30	Field
SUR Survey Technician 1 (Entry)	$ 33.90	Field
SUR Survey Technician 2 (Junior)	$ 39.16	Field
SUR Survey Technician 3 (Senior)	$ 48.16	Field
SUR Survey/GIS/SUE Analyst 1 (Entry)	$ 43.14	Field
SUR Survey/GIS/SUE Analyst 2 (Junior)	$ 59.11	Field
SUR Survey/GIS/SUE Analyst 3 (Senior)	$ 84.13	Field
SUR Surveyor	$ 86.09	Field
SUR UAS Operator	$ 85.56	Field
Technician Aid	$ 53.65	Office
Transportation Data Analyst	$ 120.15	Office
Transportation Data Scientist	$ 145.61	Office
Transportation Data Technician	$ 61.86	Office
Utility Coordinator	$ 105.91	Office

Kimley»Horn

Proposed rates for E19-DTPW-12

FDOT Rate Sheet is primary. Any duplicate salary rate would be paid at the FDOT rate regardless of rate shown on this sheet.

		Unit Price	Unit
1.	**GEOTECHNICAL SERVICES (9.01)**		
A.	**Mobilization of Truck-Mounted Drill Rig. [If special access equipment required (i.e. ATV's, Off-Road or Marine Equipment) or restricted access See Item 8 of the "General Notes and Special Conditions" for Rates.)**	**$ 401.27**	Up to 4 Percolations per Day or Up to 100 Ft. of Borings.
B.	**Borings Standard Penetration per ASTM D-1586:**		
	With or Without Casing:		
	Penetration Depth 0' to 50'	**$ 22.93**	Per Foot
	Penetration Depth 51' to 75'	**$ 27.52**	Per Foot
	Penetration Depth 76' to 100'	**$ 32.10**	Per Foot
	Penetration Depth 101' to 150'	**$ 38.98**	Per Foot
C.	**Auger Borings per ASTM D-1452 Penetration Depth:**		
	Penetration Depth 0' to 50'	**$ 17.19**	Per Foot
	Penetration Depth 51' to 75'	**$ 19.49**	Per Foot
	Penetration Depth 76' to 100'	**$ 21.78**	Per Foot
	Penetration Depth 101' to 150'	**$ 26.37**	Per Foot
D.	**Rock Coring per ASTM D-2113 (Max. NX Size):**		
	Penetration Depth 0' to 50'	**$ 38.61**	Per Foot
	Penetration Depth 51' to 75'	**$ 45.86**	Per Foot
	Penetration Depth 76' to 100'	**$ 53.89**	Per Foot
	Penetration Depth 101' to 150'	**$ 60.76**	Per Foot
	Casing	**$8.00**	Per Foot
	Rates for 4" Diameter Rock Coring to be negotiated with Project Manager		
E.	**Standard Penetration Test (Includes Mobilization and Soil Boring Log) (Portable Equipment)**	**$ 28.66**	Per Foot

Kimley»Horn

			Unit Price	Unit
	1E.1	Standard Penetration Test (Water Boring) (Equipment Excluded, Barge Cost to be Negotiated by User Department. Permit Reimbursable upon Proof of Payment.)	$ 57.32	Per Foot
F.	**Undisturbed Sampling per ASTM D-15**		$ 126.12	Per Sample
G.	**Slug Percolation Test-USGS / PWD 9" Dia. Hole (DERM) (Min. 2 per Job)**		$ 459.23	Per Test
H.	**Double Ring Infiltration Test per ASTM D-3385 (Swale or Grassy Areas) (Min. 2 Tests)**		$ 527.39	Per Test
I.	**Percolation Tests**			
	1I.1	Fla. Dept. of Health and Rehabilitative Services, Chapter 100-6.57 (Min. 2 Tests per Job)	$ 394.39	Per Test
	1I.2	DCPW Highway Division (Min. 12" Dia.) (Min. 2 Tests per Job)	$ 567.51	Per Test
	1I.3	Open Hole Method (Min. 6" Dia.)(Min. 2 Tests)	$ 552.96	Per Test
J.	**Closing Holes with Grout / Approved Method(s) to Safe proof Site. [Safe proof to be Accomplished Before Laboratory Leaves the Site(s)]**		$ 9.17	Per Lineal Foot
K.	**Trench Test per So. Fla. Water Management District. (Excludes Equipment and Operator) (Provide Equipment Rental Invoice for Direct Cost Reimbursement).**		$ 558.24	Per Test
L.	**Soil Cement Stabilization Field Inspection**		$ 92.87	Per Hour
	1L.1	Soil Cement Cylinder Testing	$ 72.23	Per Hour
M.	**Water Quality Monitoring**		$ 92.87	Per Sample
N.	**Geotechnical Engineering Evaluation and Report of Existing Soil with Respect to Allowable Bearing Capacity.**		$ 137.58	Per Hour
O.	**Geotechnical Engineer Pile Capacity Analysis**		$ 137.58	Per Hour
P.	**Muck Probes**		$ 91.72	Per Hour
2.	**MONITORING WELLS (Includes Drilling)** **(9.01)**			

Kimley»Horn

		Unit Price	Unit
A.	**Mobilization of Truck-Mounted Drill Rig. (Same Conditions Apply as referenced for Geotechnical Services, Item 1.A, Page 1 of the Fee Schedule)**	**$ 401.27**	Up to 2 Wells per Day
B.	**Monitoring Well Installation (2" PVC, Max. 20' Depth)* (Min. 2 Wells)****	**$ 745.22**	Per Well
C.	**Monitoring Well Abandonment (2" PVC, Max. 20' Depth)* (Min. 2 Wells)****	**$ 331.00**	Per Well
D.	**Monitoring Well Abandonment (4" PVC, Max. 20' Depth)* (Min. 2 Wells)****	**$ 374.82**	Per Well
E.	**Monitoring Well (4" PVC, Max. 20' Depth)* (Min. 2 Wells)****	**$ 972.23**	Per Well
F.	**Monitoring Well Installation (2" PVC, Greater than 20' up to 100')* (Min. 2 Wells)****	**$ 80.25**	Per Foot
	* Excludes Permit. ** Due to Security Constraints Rates Negotiable for Aviation, Seaport and MDT.		
G.	**Repair of Monitoring Wells Unit Rates**	**$ 1,071.98**	Per Unit
H.	**Water Quality Monitoring (Does Not Include Analytical Tests) (Per Well)**	**$ 278.68**	Per Well
I.	**Direct Push Well Installation (20 Feet Max.)**	**$ 882.80**	Per Well
J.	**Direct Push Soil / Groundwater Sampling**	**$ 1,834.39**	Per Day
K.	**Boat Rental (Min. 8 Hour Day) With Prior Approval by the Issuing Department (Furnish Copy of Ownership or Copy of Rental Invoice).**	**$ 515.92**	Per Day

Kimley»Horn

		Unit Price	Unit
3.	**PRE-STRESS / PRE-CAST (9.02)** (Includes Travel, Mileage, Delivery and Certified Reports).		
A.	**Pre-Stress / Pre-Cast Fabrication Inspection per PCI MNL-116 (Structural) or MNL-117 (Architectural) (Bridge and Building Units / Ready Mix Plants Inspections) (Min. 4 Hrs.)**	**$ 92.87**	Per Hour
B.	**Pre-Stress (Inspection and Certified Report Included) (Stressing Operation and Inspection) per PCI MNL-116 (Min. 4 Hrs.)**	**$ 92.87**	Per Hour
C.	**Reinforced Concrete Pipe and Pre-Fabricated Manhole Inspection (Types, Sizes, and Design) (Includes Inspection and Certified Report) (Min. 4 Hrs.)**	**$ 92.87**	Per Hour
D.	**Absorption Test of Pre-Cast Units per ASTM C-497.**	**$ 59.61**	Per Core
E.	**Three Edge Bearing Test per ASTM C-497.**	**$ 92.87**	Per Hour
F.	**Hydrostatic Testing per ASTM C-497.**	**$ 92.87**	Per Hour
G.	**Testing Concrete Cylinder per ASTM C-497. (Same Conditions Apply as Shown on 3A.1) (Does NOT Include Technician or Pick-Up).**	**$ 126.12**	Per Cylinder
	* If Additional Hours are Required Must have Approval from Issuing Department.		
4.	**PILING (9.02)**		
A.	**Pile Driving/Auger Cast Pile Inspection (Includes Certified Log/Report (4 Hrs. Min.)**	**$ 92.87**	Per Hour
4A.1	Splice of Piles as an Addition (per Occurrence) (with Prior Approval from Engineer) (Witness Splice).	**$ 92.87**	Per Hour
B.	**Vibro-Flotation Inspection (4 Hrs. Min.)**	**$ 92.87**	Per Hour
C.	**Pile Load Test -Test Frame and Load Set-up Witnessed by Certified Inspector per ASTM D-1143 (Equipment / Loads Furnished by Contractor)**	**$ 92.87**	Per Hour
4C.1	Furnishing and Set-up of Calibrated Gauges.	**$ 124.90**	Per Gauge
4C.2	Monitoring of Pile Load Test, Collect Field Data, and Inspector Time.	**$ 92.87**	Per Hour

Kimley»Horn

		Unit Price	Unit
4C.3	Pile Load Test Report, Certify and Prepare Report for Load Capacity of Pile. (Engineer's Time).	$ 137.58	Per Hour
4C.4	Pile Dinamic per Day (To be negotiated by PM)		
5. SOILS (9.02)			
(Includes Travel, Mileage, Delivery and Certified Report)(Does NOT Include Technician or Pick-Up).			
A. Field Density Tests			
5A.1	Sand Cone Method per AASHTO T-19 and ASTM D-1556 (2 Tests Min.)	$ 98.60	Per Test
	Nuclear Method per AASHTO T-238 & ASTM D-2922, (Moisture per AASHTO T-239 & ASTM D-3017) (Min. 4 Tests):		
5A.2	Per Test (From 1 thru 4 Tests), Per Trip	$ 54.48	Per Test
	Per Test (From 5 thru 10 Tests), Per Trip	$ 37.83	Per Test
	Per Test (From 11or More Tests), Per Trip	$ 33.25	Per Test
5A.3	Maximum / Minimum Relative Density Tests per ASTM D-4253 and 4254 (Field and Laboratory)	$ 189.17	Per Test
5A.4	Hourly Rate-(Min. 4 Hrs.)* (Unlimited Tests) (7:00 AM to 6:00 PM) (Equipment **ONLY**, Technician **NOT** included)	$ 72.23	Per Hour
*	If Laboratory Finishes Work in Less than the 4 Hr. Increment, they Shall be Paid for the Full 4 Hrs., if Time Runs Past the 4 Hr. Increment, Extra Hrs. Shall Be Paid at the Per Hour Rate, Upon Approval from Issuing Department.		
5A.5	**Evening Density Testing (7:00 PM to 6:00 AM) (If Requested by Issuing Department Designee to be Performed in the Evening and to be Paid at the Min. 4 Hrs. Unlimited Tests*) (Equipment ONLY, Technician NOT included.)**	**$ 97.46**	**Per Hour**
B. Moisture Density Tests (Proctor)			

			Unit Price	Unit
	5B.1	Standard per AASHTO T-99 and ASTM D-698 (Non-Traffic Areas)(Min. 2 Tests per Trip)	$ 146.75	Per Test
	5B.2	Modified per AASHTO T-180 and ASTM-1577 (Building / Highway Projects) (Min. 2 Tests per Trip)	$ 165.10	Per Test
C.	**Limerock Bearing Ratio (LBR) - FDOT**		$ 401.27	Per Test
D.	**Carbonates on LBR Material (2 Tests per Trip)**		$ 80.25	Per Test
E.	**Laboratory California Bearing Ratio (CBR) per ASTM D-1883 (One Point)**		$ 309.55	Per Test
	5E.1	Lab Proctor Test	$ 165.10	Per Test
	5E.2	Three (3) Point CBR	$ 389.80	Per Test
F.	**Field California Bearing Ratio per Asphalt Institute MS-10 (Latest Version) (Reaction Load by Others) (2 Tests Min.)**		$ 464.33	Per Test
G.	**Moisture Content**		$ 43.57	Per Test
H.	**Organic Content**		.	
	5H.1	Limerock per AASHTO T-267 (by Incineration)	$ 57.32	Per Test
	5H.2	Test of Soil Chemical Analysis [(1972) P.R. Hesse P. 211] (by Peroxide)	$ 80.25	Per Test
I.	**Grain Size per AASHTO T-27 (Sieve Analysis Only)**		$ 73.37	Per Test
J.	**Mechanical Analysis per ASTM D-422 or T-11 and T-27**		$ 77.96	Per Test
K.	**Soil Classification per ASTM D-3282 and D-2487 (AASHTO-Unified-FAA)**		$ 110.06	Per Test
L.	**Los Angeles Abrasion on Rip-Rap per ASTM C-535 (Large Size Coarse Aggregate)**		$ 275.15	Per Test
M.	**Soundness on Rip-Rap per ASTM C-88 (5 Cycle Sodium Sulphate)**		$ 325.21	Per Test
N.	**Soil Specific Gravity per ASTM D-854**		$ 68.79	Per Test

Kimley»Horn

		Unit Price	Unit
O.	**Material Finer than 200 Sieve per ASTM C-117**	**$ 51.59**	Per Test
P.	**Liquid Limit per ASTM D-4318 (Atterberg Limits)**	**$ 85.99**	Per Test
Q.	**Salt Content per FDOT FM 5-516**	**$ 66.49**	Per Test
R.	**Limerock Base Thickness Determination - Minimum 3" Diameter Holes FAAP- 211 (Min. 2 Tests) (Excludes Mobilization and Transportation)**	**$ 88.28**	Per Test
	* Unlimited Tests	**$ 773.88**	Per Day
S.	**Limerock Chemical Analysis per DCPW, FDOT (2 Tests Min.)**	**$ 97.46**	Per Test
T.	**Limerock Chemical Analysis per DCAD FAAP-211 (2 Tests Min.)**	**$ 97.46**	Per Test
U.	**Resistivity Test in Accordance with California Method 643-7 with Break- down for Test, Sampling, PH Measurement of Water and Soil, etc.**	**$ 165.10**	Per Test
V.	**Sediments Tests**	**$ 82.55**	Per Test
W.	**Soil Load Bearing Test (Plate Load) (Reaction Load by Others)**		
	5W.1 Static Load on Footings per ASTM D-1194	**$ 593.89**	Per Test
	5W.2 Repetitive Static Load for Pavement per ASTM D-1195	**$ 629.43**	Per Test
	5W.3 Non-Repetitive Static Load for Pavement per ASTM D-1196	**$ 629.43**	Per Test
X.	**Soil Relative Density Tests (Vibro-Flotation / In-Situ Verification)**		
	5X.1 CPT Cone Penetration Test Soundings	**$ 18.35**	Per Foot
Y.	**Horticultural Service for PH Value of Soil**	**$ 48.11**	Per Test
Z.	**Horticultural Service for Soluble Salts in Soil**	**$ 80.25**	Per Test
AA.	**Horticultural Service for Macro Nutrients in Soil**	**$ 93.05**	Per Test
AB.	**Backfill Monitoring (4 Hrs. Min.)**	**$ 74.52**	Per Hour
AC.	**Geotechnical Engineer (Min. 2 Hours)**	**$ 137.58**	Per Hour

Kimley»Horn

		Unit Price	Unit
6.	**ASPHALT CONCRETE (9.03)**		
	(Includes Travel, Mileage, Delivery and Certified Report.)(Does NOT Include Technician or Pick-Up).		
A.	**Asphalt Paving Design Mix Marshall Method (Includes Sampling, Standard Design and Applicable Marshall Procedures) per Asphalt Institute Manual Series No. 2**	**$ 905.73**	Per Mix
B.	**Analysis of Special Design Mix.**	**$ 733.75**	Per Mix
C.	**Marshall Properties (FDOT Procedures) (Aviation P- 401 / P- 405). (Technician plus tests.)**		
6C. 1	Stability per ASTM D-1559 or AASHTO D-T 245 (Set of 3 Specimen).	**$ 139.88**	Per Set
6C. 2	Flow per ASTM - 1559 or AASHTO D-T 245 (Set of 3 Specimen).	**$ 128.41**	Per Set
6C. 3	Density per ASTM D-2726 (Set of 3 Specimen).	**$ 131.84**	Per Set
6C. 4	Air Voids per ASTM- 3203 (Set of 3 Specimen).	**$ 128.41**	Per Set
6C. 5	Maximum Density per ASTM D-2041.	**$ 29.72**	Per Set
6C. 6	Particle Coating per ASTM D-2489.	**$ 144.46**	Per Sample
6C. 7	Sampling/Prep. Per ASTM D-1559 / D-2726.	**$ 88.28**	Per Sample
6C. 8	Bulk Specific Gravity of Drilled Core per ASTM D-2726.	**$ 61.91**	Per Core
6C. 9	Moisture Content - Drying per ASTM C-566.	**$ 63.06**	Per Sample
6C.10	Moisture Content - Distillation per ASTM D-1461.	**$ 149.05**	Per Sample
6C.11	Asphaltic Specific Gravity / Absorption of Aggregate Blends.	**$ 114.65**	Per Aggregate Sample
6C.12	Sampling Hot Mix at Manufacturer Per ASTM D-979.	**$ 68.79**	Per Hour
6C.13	Effect of Water on Hot Mix per ASTM D-1075 (Set of 6 Samples).	**$ 144.46**	Per Set
6C.14	Washed Sieve Analysis.	**$ 73.37**	Per Sample

Kimley»Horn

		Unit Price	Unit
	6C.15 AASHTO T-182.	$ 160.51	Per Sample
	6C.16 Flat / Elongated Pieces per ASTM D-4791.	$ 154.78	Per Sample
	6C.17 Effect of Moisture On Hot Mix per ASTM D-4867 (Set of 6 Samples).	$ 343.95	Per Set
	6C.18 Sand Equivalent per ASTM D-2419	$ 114.65	Per Sample
	6C.19 Effect of Water on Cohesion per ASTM D-1075 / Modified.	$ 218.99	Per Sample
D.	**Extraction/Gradation Analysis per ASTM D-6307.**	$ 166.24	Per Test
E.	**Asphalt Plant Technician Using FDOT Approved Plant, Laboratory and Procedures for Extraction, Gradations, Marshall Tests and Temperature Checks (ASTM D-290-85) (Per Person. Min. 4 Hrs.)**	$ 92.87	Per Hour
F.	**Paving Technician for On-Site Paving Operations, Inspections per FDOT Procedures (Temperature, Density Testing and Observation) (4 Hr. Min.)**	$ 92.87	Per Hour
G.	**Asphalt Densities (Nuclear-Back Scatter Method) (Min. 4 Tests).**	$ 34.40	Per Test
H.	**Asphalt Core Drilling for Thickness Measurements (Includes Asphalt Patching) (Min. 6 Cores per Call-Out).**	$ 68.79	Per Core
I.	**Asphalt Cores Laboratory Tests for Measurements per ASTM D-3549 and Weight per Cubic Foot, per ASTM D-2726. (Min. 4 Cores)**	$ 51.59	Per Core
J.	**Gyratory Compaction (Bulk Specific Gravity)**	$ 137.58	Per Sample
7.	**TECHNICAL SERVICES (AVIATION) (9.03)**		
A.	**P401 Technical Services - NICET III/P.E./FDOTII/Equivalent per ASTM D-3666 Asphalt Plant Facilities & Initial Plant Inspection, Quality Reviews, Design Mix/JMF Review, Technical Report/Meetings/Coordination Oversight/PWL /Reviews (Min. 4 Hrs.).**	$ 143.31	Per Hour
B.	**P401 / P405 / P602 / P603 / P609 - Field Acceptance Inspection. Certified Inspector per ASTM D-3666.**		
	7B.1 Level "I" Inspector (Weekday Min. 4 Hrs.)	$ 92.87	Per Hour

Kimley»Horn

		Unit Price	Unit
7B.2	Level "II" Inspector (Weekday Min. 4 Hrs.)	$ 96.30	Per Hour
7B.3	Cancellation Fee (Plant) (Per Cancellation, Per Technician)	$ 249.94	Per Cancellation/Tech.
8. CONCRETE TESTING (9.03)			
(Inclusive of Travel, Mileage, Delivery and Certified Report)(Does NOT Include Technician or Pick-Up).			
A.	**Cylinders - Cast and Tested by Laboratory.**		
8A.1	Standard 6"x12" or 4"x 8" Cylinder. (Concrete Temperature Test and Slump Test) (Per ASTM C-31 "Section 7" Lab. Strength Tests per C-39 using C-617 or C-1231) (Max. 5 Cylinders Per Set).	$ 126.12	Per Set
8A.2	Lightweight 3"x 6" Cylinder Includes Concrete Per ASTM C-495 (Max. 5 Cylinders Per Set).	$ 126.12	Per Set
8A.3	Air Entrainment per ASTM C31(used Concurrently with Concrete Set Testing).	$ 40.13	Per Set
8A.4	Cylinder Pick-Up.	$ 66.49	Per Hour
B.	**Securing Structural or Pavement Cores per ASTM C-42(6"Max. Dia.) (3 Cores Min.)**		
8B.1	8" Deep	$ 143.31	Per Core
8B.2	14" Deep	$ 171.97	Per Core
8B.3	12" Deep x 12" Diameter	$ 343.95	Per Core
C.	**Cores Trim and Compression Test per ASTM C-42.**	$ 45.42	Per Test
D.	**Concrete Masonry Units per ASTM C-140 & C-551- Block/Brick per ASTM-140.**		
8D. 1	Concrete Brick per ASTM C-551. (Min. 2 Bricks)		
	8D.1A Compression	$ 51.59	Per Brick
	8D.1B Absorption	$ 74.52	Per Brick

			Unit Price	Unit
		8D.1C Dimension	$ 51.59	Per Brick
		8D.1D Appearance	$ 48.16	Per Brick
	8D. 2	Block, Manhole	$ 63.06	Per Test
	8D. 3	Block, Concrete Compression per ASTM C-140 - Individual Units.	$ 63.06	Per Test
	8D. 4	Block, Concrete Absorption per ASTM C-140 Individual Units.	$ 68.84	Per Test
	8D. 5	Moisture Content of Concrete Block per ASTM C-140.	$ 63.06	Per Block
	8D. 6	Block Series, Dimensions, Compression, Absorption, Moisture Content and Unit Weight (Density) per ASTM C-140.	$ 194.02	Per Block
	8D. 7	Mortar Cubes 2"x 2"x 2" Compression Test per ASTM C-109 (Min. 3 per Test) (Cast by Others).	$ 40.13	Per Cube
	8D. 8	Masonry Prisms per ASTM C-1314 (Fabricated by Contractor) (Unfilled).	$ 154.78	Per Prism
	8D. 9	Sampling and Pick-Up (Casting Not Included).	$ 72.23	Per Unit
	8D.10	Concrete Block Unit Weight per ASTM C-140.	$ 68.05	Per Block
	8D.11	Grout Cube Compression Test per ASTM C-1014 (Cast by Others).	$ 24.07	Per Cube
	8D.12	Technician to Cast Mortar or Grout Cubes in Laboratory or On-Site (Incl. Slump & Temp. Tests) per ASTM C-1019	$ 72.23	Per Hour
	8D.13	On-Site Masonry Inspector per ACI-530.1 (Min. 4 Hrs.)	$ 92.87	Per Hour
	8D.14	Measure Grout Prisms per ASTM C-1019 (4 Prism per set)	$ 154.78	
E.	**Concrete Beams**			
	8E.1	Tension Test per ASTM C-496 (Splitting Tension Test for Cylindrical Specimen, not Beams).	$ 75.62	Per Test
	8E.2	Flexural Test per ASTM C-78 (ASTM C-31, C-78) Cast per ASTM C-36, (2 Beams Required per Test).	$ 137.58	Per Beam

Kimley»Horn

		Unit Price	Unit
F.	**Air Content per ASTM C-173 or ASTM C-231.**	**$ 40.13**	Per Test
G.	**Concrete Densities (Unit Weight) & Yield Test per ASTM C-138.**	**$ 45.86**	Per Test
H.	**Design Mix per ACI-211 Standard Aggregate (Materials Furnished by Supplier) (Laboratory Sampling Included) (1 Trial Batch and 6 Cylinder Tests)** (First of Any Series).	**$ 596.18**	Per Mix
	(Additional Design Mixes in Series)	**$ 458.60**	Per Mix
	8H.1 Design Mix Materials Testing.	**$ 83.70**	
	8H.1a Gradation.	**$ 94.01**	Per Test
	8H.1b Fine Aggregate Gravity and Absorption C-127.	**$ 104.34**	Per Test
	8H.1c Coarse Aggregates Specific Gravity and Absorption C-128.	**$ 252.23**	Per Test
	8H.1d LA Abrasion C-88.	**$ 92.87**	Per Test
I.	**On-Site Inspection per ACI-304 and ACI-311.5R (Per Site Visit as Approved by the Engineer) (4 Hrs. Min.)**	**$ 92.87**	Per Hour
J.	**Concrete Plant Inspection per ACI-311.5 (Mix and Weight Verification) (4 Hrs. Min.)**	**$ 92.87**	Per Hour
K.	**Windsor Probe Test per ASTM C-803 (Penetration Resistance to Determine Uniformity) with Equipment Charge (Windsor Gun) (Per Trip Per Location)**	**$ 309.65**	Per Trip
L.	**ASTM C-803 (Set of 3 Probes per Test)**	**$ 114.65**	Per Test
M.	**Concrete Rebound Hammer Test per ASTM C-805 (Use of Spring Driven Steel Hammer to Determine Uniformity of In-Place Concrete) (4 Hrs. Min.)**	**$ 92.87**	Per Hour
N.	**Pullout per ASTM C-900 (Includes Pin Installation).**	**$ 393.25**	Per Test
O.	**Thickness of Concrete per ASTM C-1383.**	**$ 76.82**	Per Hour

Kimley»Horn

		Unit Price	Unit
P.	**Corrosion Activity per ASTM C-876**	**$ 99.75**	Per Hour
Q.	**Chloride Content.**		
	8Q.1 Per ASTM C-1152	**$ 143.31**	Per Test
	8Q.2 Per ASTM C-1218	**$ 149.10**	Per Test
R.	**Pachometer (Magnometer) Readings for Rebar Location, Approximate Size and Spacing (4 Hrs. Min.)**	**$ 92.87**	Per Hour
S.	**Los Angeles Abrasion per ASTM C-131 (Small Size Coarse Aggregate).**	**$ 252.23**	Per Test
T.	**Sieve Analysis per ASTM - 136.**	**$ 83.70**	Per Test
U.	**Absorption Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C - 127.**	**$ 83.70**	Per Test
V.	**Specific Gravity Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C- 127.**	**$ 83.70**	Per Test
W.	**Weight per Cubic Feet per ASTM C-29.**	**$ 83.70**	Per Test
9.	**STEEL (9.04)**		
	(Use - AWA, AMS, AWS, ASME, API, as Applicable		
A.	**Shop / Field Weld Inspection per ASTM D-5339 (4 Hrs. Min.)**	**$ 92.87**	Per Hour
B.	**AWS, AWA, ASME Welder Tests - Groove or Fillet**		
	Plate	**$ 246.49**	Per Position
	Pipe	**$ 246.94**	Per Position
C.	**Reinforcing Steel Tensile Test**	**$ 149.93**	Per Test
D.	**Reinforcing Steel Deformation Test**	**$ 55.04**	Per Test
E.	**Reinforcing Bar Placement Inspection**	**$ 92.87**	Per Hour

	Unit Price	Unit
F. Chemical Laboratory Test		
Welding Inspection and Dye Penetrant Weld Testing	**$ 92.87**	Per Hour
G. Radiograph Weld Inspection (Min. 4 Tests)	**$ 160.51**	Per Test
H. Engineering Services		
9H.1 Special Inspector for Threshold Buildings (State Certified) (4 Hrs. Min.)	**$ 137.58**	Per Hour
9H.2 Special Inspector Designee (4 Hrs. Min.)	**$ 137.58**	Per Hour
9H.3 Special Inspector under the Florida Building Code (4 Hrs. Min.)	**$ 137.58**	Per Hour
10. MECHANICAL (9.04)		
A. Sound Surveys (Includes Travel Time)	**$ 112.36**	Per Hour
B. Lighting Surveys (Includes Travel Time)	**$ 112.36**	Per Hour
11. FIRE PROOFING (9.04)		
A. Inspection of Sprayed-On Fireproof Coating on Structural Steel.		
11A.1 4 Hours Minimum	**$ 92.87**	Per Hour
11A.2 Laboratory Unit Weight Test of Fireproofing Coating per ASTM E-605	**$ 68.79**	Per Test
11A.3 Field Adhesion / Cohesion Tests per ASTM E-736	**$ 145.46**	Per Test
* If Additional Hours are Required Must Have Approval from Issuing Department		
12. STRAIN MEASUREMENTS (SR4 INDICATOR) (9.04)		
A. Technician Services to Install Gauges/Make Strain Reading (4 Hr. Min.)	**$ 92.87**	Per Hour
13. ULTRASONIC INSPECTIONS (9.04)		

	Unit Price	Unit
A. Services of an Ultrasonic Technician and Equipment (8 Hours Min.)	**$ 143.31**	Per Hour
B. Assistant Technician (8 Hours Min.)	**$ 149.05**	Per Hour
14. STRUCTURAL STEEL (9.04)		
A. Welding Inspector Per AWS Code (4 Hrs. Min.)	**$ 92.87**	Per Hour
B. Structural Steel Shop or Field Inspector (4 Hrs. Min.)	**$ 92.87**	Per Hour
C. Bolt Tightening Inspection by Using:		
14C.1 Torque Wrench	**$ 92.87**	Per Hour
14C.2 Reg. Wrench	**$ 92.87**	Per Hour
14C.3 Filler Gauge	**$ 92.87**	Per Hour
D. Structural Steel Testing / Inspection (4 Hrs. Min.)	**$ 92.87**	Per Hour
15. WELDING (9.04)		
A. AWS Certified Welding Inspector (4 Hrs. Min.) (Per Inspection)	**$ 92.87**	Per Hour
B. AWS Certified Welding Inspector / 1 Hr. PADI Certified (Min. 2 Inspectors per Inspection.)	**$ 160.51**	~~Per Hour~~
16. MAGNETIC PARTICLE TESTING (MAGNAFLUX) (9.04)		
A. Services of a Non- Destructive Technician	**$ 92.87**	Per Hour
B. Magnaflux Testing	**$ 88.28**	Per Test
17. ROOFING (9.05)		

		Unit Price	Unit
	(All Tests Performed Shall be in Accordance with Current Edition of the Florida Building Code at Time the Work is Issued, further, Laboratory Shall be part of the Current Listing of Certified Laboratories for Miami-Dade County Building Department.)		
A.	**Built-Up Roof Sample Analysis (Test Method for Moisture in Mineral Aggregate used for Built-Up Roofs) (ASTM D-1864)**	**$ 60.76**	Per Test
B.	**ASTM 3617**	**$ 346.24**	Per Test
C.	**Compression Test - Roof Tiles**	**$ 66.49**	Per Hour
D.	**Absorption Test - Roof Tiles (Per Set of 5)**	**$ 265.99**	Per Set
E.	**Up-lift Test of Roof Tiles (Per Set of 5)**	**$ 321.02**	Per Set
F.	**Core Samples (per Architect / Engineer's Recommendations)**	**$ 83.70**	Per Sample
G.	**Visual Inspections**		
	Per Job Min.	**$ 814.02**	Per Job Min.
	Per Square Foot	**$ 0.19**	Per Sq. Ft.
H.	**Infrared Moisture Survey (Mobilization of Equipment)**		
	Per Job Min.	**$ 905.73**	Per Job Min.
	Per Square Feet	**$ 0.30**	Per Sq. Ft.
I.	**Asbestos Testing**	**$ 72.33**	Per Sample
J.	**Nuclear Moisture Testing**		
	Per Job Min.	**$ 859.87**	Per Job. Min
	Per Square Feet	**$ 0.24**	Per Sq. Ft.
K.	**Impedence Moisture Survey (Machine) (Max. 3 cores)**		

Kimley»Horn

		Unit Price	Unit
	Per Job Min.	$ 905.73	Per Job. Min
	Per Square Feet (Additional Sq. Ft. Survey)	$ 0.30	Per Sq. Ft.
L.	**Bonded Pull Test**	$ 229.30	Per Test
M.	**Fastener Pull Test (First 10,000 Sq. Ft. Per Deck) (10 Tests)**	$ 905.73	Per Test
	Per New Roof (Core Sample)	$ 57.32	Per Test
	Existing Roof (Core Sample)	$ 68.79	Per Test
N.	**Bell Chamber Test (Max. 2 Tests / Any Additional Test $300.00)**	$ 859.87	Per Test
O.	**Title Uplift Test (TAS 106)**		
	Per Square Feet (2,500 Sq. Ft.)	$ 286.62	Per Sq. Ft.
	Additional per Square	$ 22.93	Per Sq. Ft.
N.	**Engineer's Report**	$ 136.78	Per Hour
22.	**MAINTENANCE OF TRAFFIC**		
	To be negotiated by User Department's Project Manager if Required due to the Location of the Work to be Performed. Laboratory shall present proof of man hours and equipment used to provide the "Maintenance of Traffic".		
23.	**ENGINEERING SERVICES**		
A.	**C.A.D. Operator**		Per Hour
B.	**Staff Engineer**		Per Hour
C.	**Professional Engineer**		Per Hour
D.	**Senior Engineer**		Per Hour
E.	**Principal**		Per Hour

		Unit Price	Unit
F.	**Clerical / Administrative**		Per Hour
G.	**Engineering Technician (Applies to all Sub-Categories)**		Per Hour

Note: Fees paid to the laboratories for the work performed shall be in accordance to the negotiated fees as shown on this "Fee Schedule". Nevertheless, hours for the work performed can be negotiated by the user department.

FDOT Rate Sheet is primary. Any duplicate salary rate would be paid at the FDOT rate regardless of rate shown on this sheet. Rates are based on first year rates below. 2nd and 3rd year rates do not apply.

	General Land and Engineering Surveying (Office Staff)				
		1st year	2nd Year	3rd Year	
1	Draftsperson				
2	Surveyor Computer				
3	Principal Surveyor				

	General Land and Engineering Surveying Field Crews (Non Airport)				
		1st Year	2nd Year	3rd Year	
1	Survey Crew (Party of Four)	$2,175.77	$2,208.40	$2,241.53	Per Day
2	Survey Crew (Party of Three)	$1,876.92	$1,905.07	$1,933.65	Per Day
3	Survey Crew (Party of Two)	$1,711.86	$1,737.54	$1,763.61	Per Day
4	Mobil Lidar Services	Rates to be negotiated with Project Manager			

	General Land and Engineering Surveying Field Crews (Airport/ Port of Miami)				
		1st Year	2nd Year	3rd Year	
1	Survey Crew (Party of Four)	$2,502.14	$2,539.67	$2,577.76	Per Day
2	Survey Crew (Party of Three)	$2,158.48	$2,190.85	$2,223.71	Per Day
3	Survey Crew (Party of Two)	$1,968.64	$1,998.17	$2,028.14	Per Day

Note: For Survey Crews, a minimum of four (4) hours shall be paid in cases of cancellation due to inclement weather or other reasons , after the crew has reported to the site.

	Photogrammetry (Office Personnel)				
		1st year	2nd Year	3rd Year	
1	Aerial Sensor Operator	$120.00	$121.80	$123.63	Per hour
2	Multi Engine Aircraft Pilot	$163.13	$165.58	$168.06	Per hour
3	Single Engine Aircraft Pilot	$127.09	$129.00	$130.93	Per hour
4	Aerial Survey Analyst One	$90.00	$91.35	$92.72	Per hour
5	Aerial Survey Analyst Two	$110.00	$111.65	$113.32	Per hour
6	Aerial Survey Analyst Three	$132.65	$134.64	$136.66	Per hour
7	Photogrammetrist	$193.97	$196.88	$199.83	Per hour
8	Aerial LiDAR Specialist	$132.65	$134.64	$136.66	Per hour
9	Cartographer	$111.89	$113.57	$115.27	Per hour

Kimley»Horn

	Photogrammetry (Equipment)				
		1st Year	2nd Year	3rd Year	
1	Aerial Digital Camera (Frame)	$1,900.00	$1,928.50	$1,957.43	Per hour
2	Aerial Digital Camera (Line Scanning)	$700.00	$710.50	$721.16	Per hour
3	Aerial Small Format POD Camera	$250.00	$253.75	$257.56	Per hour
4	Aerial LiDAR Sensor (Terrain Mapper)	$2,600.00	$2,639.00	$2,678.59	Per hour
5	Aerial LiDAR Sensor (Topographic)	$1,300.00	$1,319.50	$1,339.29	Per hour
6	Small UAS Thermal Sensor	$120.00	$121.80	$123.63	Per hour

	Photogrammetry (Aircrafts)				
		1st Year	2nd Year	3rd Year	
1	Twin Turbine Airplane (pressurized)	$1,800.00	$1,827.00	$1,854.41	Per hour
2	Twin Turbine Airplane (non-pressurized)	$900.00	$913.50	$927.20	Per hour
3	Twin Piston Airplane	$700.00	$710.50	$721.16	Per hour
4	Single Piston Airplane	$300.00	$304.50	$309.07	Per hour
5	Helicopter	$1,800.00	$1,827.00	$1,854.41	Per hour
6	UAS Flying time with Camera Only	$2,000.00	$2,030.00	$2,060.45	Per Day**
7	UAS Flying time with Camera and LiDAR	$4,000.00	$4,060.00	$4,120.90	Per Day**
		**(MAXIMUN FOUR MISSIONS PER DAY)			

	Photogrammetry (Field Personnel)			
		1st Year	2nd Year	3rd Year
1	UAS Certified Remote Pilot in Command (PIC)	$170.00	$172.55	$175.14
2	UAS Aircraft Controller	$115.00	$116.73	$118.48
3	UAS Visual Observer(VO) Rate	$75.00	$76.13	$77.27

	Under Ground Services				
		1st year	2nd Year	3rd Year	
1	Designating Services (USL) 3 men crew	$292.71	$297.10	$301.56	Per hour
2	GPR 3 men crew	$331.74	$336.72	$341.77	Per hour
3	Vac Truck (Test Holes)	$450.00	$456.75	$463.60	Per hole

Note: For USL Crews, GPR crews, and Vack Trucks, a minimum of four (4) hours shall be paid in cases of cancellation due to inclement weather or other reasons , after the crew has reported to the site.

Kimley»Horn

	Hydrographic Services (Office Personnel)				
		1st year	2nd Year	3rd Year	
1	Certified Hydrographer	$193.97	$196.88	$198.85	Per hour
2	USGS Boat Captain	$95.00	$96.43	$97.39	Per hour
3	Commercial Diver (Master Diver)	$150.00	$152.25	$153.77	Per hour
4	AAUS Scientific Diver	$117.65	$119.41	$120.61	Per hour

	Hydrographic Services (Equipment)				
		1st year	2nd Year	3rd Year	
1	Survey Boat (Fuel to reimbursed as a direct cost/Captain is not included)	$1,800.00	$1,827.00	$1,845.27	Per Day
2	Odom E20 Sounder (or equivalent)	$185.00	$187.78	$189.65	Per Day
3	Heave, Pitch, Roll Compensator (TSS/SBG) (or equivalent)	$160.00	$162.40	$164.02	Per Day
4	Multibeam Reason 7125SV2 (or equivalent)	$600.00	$609.00	$615.09	Per Day
5	Teledyne BlueView Scanning Sonar BV 5000 (or equivalent)	$582.75	$591.49	$597.41	Per Day
6	Applanix POS M\V Ocean Master (or equivalent)	$400.00	$406.00	$410.06	Per Day
7	Valeport Swift CTD (or equivalent)	$120.00	$121.80	$123.02	Per Day
8	Hypack/Hysweep (or equivalent)	$263.00	$266.95	$269.61	Per Day
9	Nortek AWAC ADCP high frequency deep-water wave height, direction and current profiler *ADCP monthly cost may be pro-rated for shorter periods of use	**To be negotiated by Project Manager**			
10	Nortek Aquadopp ADCP low frequency shallow water wave height, direction and current profiler *ADCP monthly cost may be pro-rated for shorter periods of use	**To be negotiated by Project Manager**			
11	Nortek Storm Software for wave and current data processing (or equivalent)	$97.65	$99.11	$100.11	Per Day
12	X-STAR CHIRP 512i/216 Seismic Profiling (or equivalent)	$950.00	$964.25	$973.89	Per Day
13	Sonar Wizard Map Seismic Data Processing Package (or equivalent)	$97.65	$99.11	$100.11	Per Day
14	Edgetech 4200 FS/4125 Side scan Sonar System (or equivalent)	$795.00	$806.93	$814.99	Per Day
15	Sonar Wizard Map side scan Data Processing Package (or equivalent)	$125.00	$126.88	$128.14	Per Day

16	Geometric G-881 Magnetometer (or equivalent)	$175.00	$177.63	$179.40	Per Day
	Hydrographic Services (Equipment)				
18	GPS Integrated Underwater Video Camera	**To be negotiated by Project Manager**			
19	Remote control Boat	**To be negotiated by Project Manager**			

	General Notes
1	**Maintenance of Traffic** will be reimbursed as a direct cost (previous approval in writing from Project Manager is required)
2	**Police Escort** will be reimbursed as a direct cost (previous approval in writing from Project Manager is required)
3	**Rates per linear foot** are not allowed under this contract
4	**Reporting Requirement:** Consultant is required to provide to DTPW all documents such as Proposals, Work Orders, Payments, when doing work for another County Department or Agency failure to do so will result on suspension.

EXHIBIT E

DETAILED SCOPE OF WORK
Negotiated at Work Order level

EXHIBIT F

LIST OF EMPLOYEES, CLASSIFICATIONS, AND SALARY RATES
Negotiated at Work Order level

EXHIBIT G

ISD FORMS

ISD FORM NO. 1 – LOCAL BUSINESS PREFERENCE AFFIDAVIT

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following:

1. Proposer has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to proposal submission.

   Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year licenses may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

   Proposer shall state its Miami-Dade County (or other County if applicable, see note below) physical business address

   355 Alhambra Circle, Suite 1400, Coral Gables, FL 33134

3. Proposer affirms that the local business address location has served as the place of employment for at least three full-time employees for a continuous period of one year prior to proposal submission or the Proposer is a Small Business Enterprise and the local business address location has served as the place of employment for at least one full-time employee for a continuous period of one year prior to proposal submission.
   Check box, if applicable:

   ☑ a) Proposer is NOT a Small Business Enterprise and affirms that the local business address location has served as the place of employment for at least three full-time employees for a continuous period of one year prior to proposal submission. Write the number of full-time employees at the local business address location : 66.

   ☐ b) Proposer is a Small Business Enterprise and affirms that that the local business address location has served as the place of employment for at least one full-time employee for a continuous period of one year prior to proposal submission. Write the number of full-time employees at the local business address location :_____.

4. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:
   Check box, if applicable:

   ☑ a) Retention and expansion of employment opportunities in Miami-Dade County.

   ☑ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.

   ☑ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

   Written Statement Attached

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Proposer: Kimley-Horn and Associates, Inc.

Federal Employer Identification Number: 560,885,615

Address: 355 Alhambra Circle, Suite 1400

City/State/Zip: Coral Gables, FL 33134

Telephone: 305.535.7750 Fax: 561.863.8175

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

Signature of Authorized Representative

Title: Senior Vice President

Date: 06/19/2020

STATE OF Florida

COUNTY OF: Orange

SUBSCRIBED AND SWORN TO (or affirmed) before me on, 06/19/2020
(Date)

by Burt Baldo, PE (Affiant). He/She is personally known to me or has presented Personally Known To Me

_____ as identification.
(Type of Identification)

Lauren A. Keys
(Signature of Notary)

944378
(Serial Number)

Lauren A. Keys
(Print or Stamp Name of Notary)

01/05/2024
(Expiration Date)

Notary Public: Florida
(State)

Notary Seal

Notary Public State of Florida
Lauren A Keys
My Commission GG 944378
Expires 01/05/2024

Note: Local preference is only applicable to the Proposer. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations. The Proposer shall complete, sign and submit the Miami-Dade County ISD Form No. 1 - Local Business Preference Affidavit.

4. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

a) Retention and expansion of employment opportunities in Miami-Dade County.
Kimley-Horn has had an established local office in Miami-Dade County since 1995. We are a multidisciplinary office providing a range of engineering, planning, landscape architecture, and environmental services to public and private sector clients. Over the years, we have expanded our client base to municipalities, public agencies, and private entities throughout South Florida. Kimley- Horn seeks to provide an environment that encourages new, emerging, and long-term opportunities for our local employees in order to service nearby clients, such as Miami-Dade County.

b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
Kimley-Horn's Coral Gables office location employs 66 personnel, and most this office's staff resides in Miami-Dade County. Each of these employees pays property taxes on their residences and purchase goods and services in the County. In addition, several of our employees working in our Fort Lauderdale office in Plantation reside in Miami-Dade County. The firm has also increased its local staff within the last 24 months, hiring new staff including both senior professionals and recent college graduates. As such, Miami-Dade County is a net recipient of tax receipts based on location of workplace.

c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution such by:
Kimley-Horn participates in not-for-profit activities, such as being actively involved in the Miami-Dade County League of Cities, United Way of Miami-Dade, Habitat for Humanity, Miami Rescue Mission, local churches, and other institutions. We provide sponsorship to benefit local organizations and members of the firm are active in local professional engineering and planning organizations. Several employees in our Miami-Dade County office are members of their local homeowners' associations, other civic groups, and organizations such as the Voices for Children Foundation, Citizens for a Better South Florida, Neat Streets Miami, and Kiwanis Club of Little Havana.

Business Tax Receipt

007738

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6854435

BUSINESS NAME/LOCATION

KIMLEY HORN AND ASSOCIATES INC
355 ALHAMBRA CIR 1400
CORAL GABLES FL 33134

RECEIPT NO.

RENEWAL
7128960

EXPIRES
SEPTEMBER 30, 2020

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER

KIMLEY HORN AND ASSOCIATES INC
C/O ASSOC GROUP SERVICES INC

Employee(s) 22

SEC. TYPE OF BUSINESS

212 P.A./CORP/PARTNERSHIP/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR

$99.00 09/24/2019
CREDITCARD–19–078940

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

EXHIBIT H

AFFIRMATION OF VENDOR AFFIDAVIT

1.1. DEFINITIONS FOR VENDOR REGISTRATION

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.
Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.
Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.
County – shall refer to Miami-Dade County, Florida
DPM – shall refer to Miami-Dade County's Department of Procurement Management.
Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.
Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.
The Vendor Registration Package – *shall refer to the Business Entity Registration Application.*

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Sec. 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (*County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code)*
3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)
6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (*Section 2-8.1 of the County Code)*
7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (*Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)*
8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)
9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)
11. ***Subcontracting Practices***
    (Ordinance 97-35)
12. ***Subcontractor /Supplier Listing***
    (Ordinance 97-104)
13. ***Environmentally Acceptable Packaging***
    Resolution (R-738-92)
14. ***W-9 and 8109 Forms***
    The vendor must furnish these forms as required by the Internal Revenue Service.
15. ***Social Security Number***
    In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/vendor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. ***Office of the Inspector General***
    Pursuant to Section 2-1076 of the County Code.
17. ***Small Business Enterprises***
    The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. ***Antitrust Laws***
    By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Miami-Dade County

Department of Procurement Management

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 (for goods and services) and July 1, 2008 (for design and construction), 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. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11, Resolution No. R-183-00 amending Resolution No. R – 1499-91 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*

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

5/09/2008

EXHIBIT I
TABLE OF ORGANIZATION

PROJECT TEAM ORGANIZATION

Firm	Personnel	Role	MDC Certification Categories
Kimley-Horn and Associates, Inc. 355 Alhambra Circle Suite 1400 Coral Gables, FL 33134 **FEIN:** 56-0885615	Leonte Almonte, P.E.	Project Manager; Design Team PM, Public Involvement, Right of Way Acquisition/Expert Witness	3.02, 3.04, 16.00, 1.01, 3.03, 3.05, 3.06, 3.07, 3.08, 3.09, 3.10, 3.11, 10.01, 10.05, 10.06, 11.00, 13.00, 15.01, 20.00
	Burt Baldo, P.E.	Program and Plans Review Lead, Public Involvement, Right of Way Acquisition/Expert Witness, Risk Management	
	Robert Lepore, P.E.	Project Principal	
	Gabriela Ramirez, P.E.	Task Coordination Highway Design; Design Team PM, Roadway Review	
	Ramon Breton, P.E.	Internal Quality Control	
	Jackie Carreno, P.E.	Design Team PM	
	Jim Sumislaski, P.E.	Signing and Marking, Right of Way Acquisition/ Expert Witness, Value Engineering/Life Cycle Costs, Risk Management	
	Nick Provenzo, E.I.	Signing and Marking	
	Sara Lopez, P.E.	Signing and Marking	
	Tara Swann, P.E.	Signing and Marking	
	John McWilliams, P.E.	Traffic Analysis/Engineering Studies, Signalization	
	Adrian Dabkowski, P.E., PTOE	Traffic Analysis/Engineering Studies, Traffic Calming	
	Omar Kanaan, P.E.	Traffic Analysis/Engineering Studies	
	Ian Rairden, P.E.	Traffic Analysis/Engineering Studies	
	Luis Taboada, P.E.	Traffic Data Collection	
	Ali Brighton, P.E.	Signalization	
	Brandon Fleming, P.E., PTOE	Signalization	
	Derrick Lewis, P.E.	Stormwater/Drainage Design, Permitting	
	Artem Strunnikov, P.E.	Stormwater/Drainage Design,	
	Ellen Crist, E.I.	Stormwater/Drainage Design	
	Ravi Wijesundra, P.E.	Safety Analysis	
	Sean Houck, P.E.	Roundabouts	
	Mark Lenters, P.E.	Roundabouts	
	Jody VonAhsen, P.E.	Roundabouts	
	Mohammad Ansari, P.E.	Lighting, Claims Analysis	
	Jordan Leep, P.E.	Lighting	
	Gregg Letts, P.E.	ITS	
	Jill Capelli, P.E.	ITS	
	John Lafferty	Multimodal Planning/Transit	
	Corey Hill	Rail Design and Support	
	Stefano Viola, P.E.	Rail Design and Support, Cost Estimating	
	Greg Kyle, P.E.	Planning	
	Stewart Robertson, P.E.	Planning, Complete Streets	
	Lisa Juan, E.I.	Complete Streets	
	Juan Fuentes, P.E.	General Structural	

TRED36009.2020o_MDC Hwy E19-DTPW-12.indd

PROJECT TEAM ORGANIZATION

Firm	Personnel	Role	MDC Certification Categories
Kimley-Horn and Associates, Inc. *(continued)*	Anthony Bevilacqua, P.E.	General Structural, Structures	
	Ally Goolabsingh, P.E.	General Structural	
	Anthony Alfred, P.E.	Right-of-Way Coordination, Program Management, Roadway Review	
	Gin Ng, P.E.	Right-of-Way Coordination, Roadway Review, Constructability Review	
	Armando Lopez, P.E.	Utility Coordination	
	Sarah Johnson	Environmental, Permitting	
	Tori Bacheler	Environmental	
	Maggie Giraldo, P.E.	Environmental	
	Bryan Larsen, P.E.	Electrical	
	Erin Emmons, GISP	Geographic Information System	
	Tom Farnan, P.E.	Structures, Roadway Review	
	Jamea Long, P.E.	Structures	
	David Garrigues	Civil 3D/CADD Support, 3D Review Support	
	Scott Wilkerson, E.I.	Civil 3D/CADD Support, Virtual Review Tool (URT)/ DTPW Permits, 3D Review Support	
	Jose Lopez	Civil 3D/CADD Support, 3D Review Support	
	Juan P. Gonzalez, E.I.	Civil 3D/CADD Support	
	George Puig, PLA	Landscape Design	
	Matt Wisniewski, PLA	Landscape Design	
	James Pankonin, PLA	Landscape Design	
	Jason Sheasley P.G.	Contamination Assessment	
	Stan Russell	Drone Mapping	
	Faisal Awan, P.E.	Program Management, Roadway Review	
	Alexander Barandica, E.I.	Virtual Review Tool (URT)/DTPW Permits	
	Marwan Mufleh, P.E.	Roadway Review	
Aluces Corporation 14750 SW 26th Street, Suite 204, Miami, Florida 33185 **FEIN:** 47-1310425	Cesar D. Borges, P.E., GISP	Stormwater/Drainage Design, Geographic Information System, Permitting	16.00, 3.09. 10.01, 17.00
	Luis A. Silva, P.E.	General Civil, Roadway, Drainage, Water & Sewer, GIS	
	David O. Borges	Stormwater/Drainage Design	
	Blaynier Varela	Signing and Marking	
Ayers Associates, Inc. 8875 Hidden River Parkway, Suite 200, Tampa, FL 33637-1035 **FEIN:** 39-0965082	Rick Maslyn, CBI	Underwater Inspection	3.12
	Tim Howell, CBI	Underwater Inspection	
	Ricardo “Sebastian” Narvaez, CBI	Underwater Inspection	
BDN Engineers, Inc. 2100 Ponce De Leon Blvd, Suite #1270, Miami, FL 33134 **FEIN:** 65-0421519	Basil S. Williams	Environmental Remediation	10.06, 10.07
	Kevin A. Keane, P.E.	Environmental Remediation	

TRED36009.2020o_MDC Hwy E19-DTPW-12.indd

PROJECT TEAM ORGANIZATION

Firm	Personnel	Role	MDC Certification Categories
Castillo Engineering, Inc. 12030 SW 129th Court, Suite 204 Miami, FL 33186 **FEIN:** 27-5384611	Johnny Blakeney	Utility Coordination	17.00
	Andres Diaz, P.E.	Construction Engineering and Inspection, Claims Analysis	
	Andres F. Peñaloza, P.E.	Construction Engineering and Inspection	
	Victor Diaz, P.E.	Construction Engineering and Inspection, Cost Estimating	
	Alexander Vasquez, P.E.	Construction Engineering and Inspection, Cost Estimating	
	Pacifico Castillo, P.E.	Value Engineering/Life Cycle Costs	
	Ernest Duffoo, P.E.	Risk Management, Constructability Review	
	Banafsheh Hosseini, P.E.	Constructability Review	
	Joel Jara, P.E.	Constructability Review	
CSA Central, Inc. 8200 N.W. 41 Street, 305, Doral, FL 33166 **FEIN:** 31-1446286	Javier Ramos, P.E.	Design Team PM, Right-of-Way Coordination, Roadway Review	3.02, 3.03, 3.09, 10.01
	Matias Crego	Signing and Marking	
	Borys Monzon	ITS	
	Gilbert Cruz	Civil 3D/CADD Support	
	Carlos Ignacio Sarasqueta, P.E.	Program Management	
	Juan Melgarejo, P.E.	Roadway Review	
	Felix Fuentes, P.E.	Constructability Review	
CALTRAN Engineering Group, Inc. 790 N.W. 107th Ave, Suite 200 Miami, FL 33172 **FEIN:** 27-4564005	Ricardo Castro, P.E.	Signing and Marking	3.02, 3.04, 3.05, 3.06, 3.07, 3.09, 3.10, 3.11
	Juan Calderon, P.E., PTOE	Traffic Analysis/Engineering Studies, Signalization, Complete Streets	
	Jeannelia Liu, P.E.	Traffic Data Collection	
	Moe Lavasani, P.E.	Traffic Data Collection	
	Juan Romero, E.I.	Traffic Data Collection	
Geosol, Inc. 5795-A NW 151st Street, Miami Lakes, FL 33014 **FEIN:** 65-0997887	Oracio Riccobono, P.E.	Geotechnical	9.01, 9.02
Infinite Source Communications Group, LLC 7270 NW 12 Street, Suite 300 Miami, FL 33126 **FEIN:** 27-0403430	Monica Diaz	Public Involvement	Public Involvement
	Maria Alzate	Public Involvement	
Janus Research, Inc. 1107 N Ward St Tampa, FL 33607 **FEIN:** 59-1913512	Kenneth Hardin	Historic and Cultural Survey	Historic/Cultural Assessments
	Amy Streelman	Historic and Cultural Survey	

PROJECT TEAM ORGANIZATION

Firm	Personnel	Role	MDC Certification Categories
Longitude Surveyors LLC 7769 NW 48 Street, Doral, FL 33166 **FEIN:** 36-4551726	Eduardo Suarez, PSM	Surveying/Mapping	15.01, 15.03
	John Adler, PSM	Subsurface Utility Engineering	
Manuel G. Vera & Associates, Inc. 13960 SW 47th Street, Miami, FL 33175 **FEIN:** 59-1741639	Mark Sowers, PSM	Subsurface Utility Engineering	9.04, 9.05
	Manuel G. Vera, Jr., PSM	Surveying/Mapping	
Ross & Baruzzini, Inc. 7200 NW 19th Street, Suite 305 Miami, Florida 33126 **FEIN:** 43-0787438	Amit Sidhaye, P.E., PTOE	ITS	3.08, 12.00, 13.00, 17.00
	Michael Adams, PMP, RCDD	Electrical	
TRACE Consultants, Inc. 8900 SW 117 Ave, Suite 105B Miami, FL 33186 **FEIN:** 45-5418595	Frank Panellas, P.E.	Design Team PM, Right of Way Acquisition/Expert Witness, Right-of-Way Coordination, Roadway Review	3.02, 3.06, 3.09, 3.10, 3.11, 10.01, 17.00
	Diego Quintero, P.E.	Signing and Marking	
	Favio Laverde, P.E.	Program Management, Roadway Review	
Universal Engineering Sciences, Inc. 9960 NW 116th Way B, Medley, FL 33178 **FEIN:** 59-11178404	Reinaldo Villa, P.E.	Geotechnical	9.01, 9.02, 9.04, 9.05
	Barbara Valdes-Perez, P.E.	Material Testing	
	Steve Jaime, E.I.	Material Testing	
Wolfberg Alvarez & Partners, Inc. 75 Valencia Avenue, Suite 1050, Coral Gables, FL 33134 **FEIN:** 59-1713092	Cesar Herran, P.E.	Mechanical	12.00, 13.00
	Raul J. Estevez	Mechanical	
	Armando Rodriguez	Mechanical	
	Ovidio Rodriguez, P.E. LEED AP	Electrical	

TRED36009.2020o_MDC Hwy E19-DTPW-12.indd

EXHIBIT J

QUALITY ASSURANCE PLAN FORM

Negotiated at Work Order level

Professional Services Agreement
Between

Miami-Dade County
And

Marlin Engineering, Inc.

For
Professional Services for Highway Engineering Services for the Department of Transportation and Public Works.

Contract No.: 20190290

ISD Project No.: E19-DTPW-12

TABLE OF CONTENT

DEFINITIONS 4
PROFESSIONAL SERVICES AGREEMENT 5
SECTION I - COUNTY OBLIGATIONS 5
SECTION II - PROFESSIONAL SERVICES 6
SECTION III - TIME FOR COMPLETION 9
SECTION IV – COMPENSATION 9
SECTION V - METHOD OF PAYMENT 13
SECTION VI - SCHEDULE OF WORK 15
SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION 15
SECTION VIII - OWNERSHIP OF DOCUMENTS 16
SECTION IX - REUSE OF DOCUMENTS 17
SECTION X – OFFICIAL NOTICES 17
SECTION XI - AUDIT RIGHTS 18
SECTION XII - SUBCONTRACTING 19
SECTION XIII - CERTIFICATION 24
SECTION XIV - TERMINATION OF AGREEMENT 24
SECTION XV - DURATION OF AGREEMENT 25
SECTION XVI - DEFAULT 25
SECTION XVII - INDEMNIFICATION AND INSURANCE 26
SECTION XVIII-ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS 28
SECTION XIX – TRUTH IN NEGOTIATION CERTIFICATION OF WAGE RATES 30
SECTION XX - EQUAL OPPORTUNITY 31
SECTION XXI - AFFIRMATIVE ACTION PLAN REQUIREMENTS 33
SECTION XXII - BUSINESS APPLICATIONS AND FORMS 33
SECTION XXIII – PROMPT PAYMENT 34
SECTION XXIV – ESTIMATE TIME FOR CONTINGENCY 34
SECTION XXV - CONTINGENCY ALLOWANCE 35
SECTION XXVI - SCRUTINIZED COMPANY 35
SECTION XXVII – ERRORS AND OMISSIONS 35
SECTION XXVIII - MISCELLANEOUS 37
SECTION XXIX - ENTIRETY OF AGREEMENT 39

EXHIBITS

A. AFFIDAVITS REQUIRED AT TIME OF PROPOSALS
B. TRAVEL REQUEST FORM SAMPLE (N/A – NEGOTIATED AT WORK ORDER LEVEL)
C. REIMBURSABLE (DIRECT) EXPENSES (N/A – NEGOTIATED AT WORK ORDER LEVEL)
D. MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION
E. DETAILED SCOPE OF WORK (N/A – NEGOTIATED AT WORK ORDER LEVEL)
F. LIST OF EMPLOYEES, CLASSIFICATIONS, AND SALARY RATES
G. ISD FORMS
H. AFFIRMATION OF VENDOR AFFIDAVIT
I. TABLE OF ORGANIZATION
J. QUALITY ASSURANCE PLAN FORM (N/A – NEGOTIATED AT WORK ORDER LEVEL)

DEFINITIONS

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

1. **Consultant** is the person or organization licensed to practice architecture and/or engineering in the State of Florida and is referred to throughout the PSA as singular in number and masculine in gender.

2. **Contracting Officer** is the Director of Department of Transportation and Public Works.

3. **Contracting Officer's Representative** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.

4. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the CONSULTANT performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder, or partner of the firm, (2) a director or officer of the firm or (3) both.

5. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.

6. **Subconsultant** means any and all persons, firms or entities which will be engaged by the CONSULTANT to provide services under this PSA. The term is synonymous with "Subconsultant".

7. **Contract Documents** as design plans, specifications, cost estimates, and permit applications.

8. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers and communication equipment, for more than 30 consecutive days).

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 20__ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and Marlin Engineering, Inc. hereinafter referred to as the "CONSULTANT".

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 CONSULTANT and the CONSULTANT hereby covenants to provide Professional Services for Highway Engineering Services for the Department of Transportation and Public Works, Contract No.: 20190290, ISD Project No.: E19-DTPW-12, hereinafter referred to as the "Project".

SECTION I - COUNTY OBLIGATIONS

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

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

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

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

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

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

SECTION II - PROFESSIONAL SERVICES

The Department of Transportation and Public Works (DTPW) requires professional services for a wide range of planning, design, and management services as needed to assist in executing and expediting projects in the DTPW Capital Improvement Plan funded through Road Impact Fee (RIF). The qualified professional firm will be responsible for all specific phases of a project through implementation to achieve quality construction documents, cost, and schedule goals. Professional services include, but not necessarily are limited to the following: Planning, Design and Engineering, Public Involvement, Right-of-Way and Utilities Coordination, Construction, Project Control and Estimating Services, Plans Review, and Quality Assurance.

DTPW may request CONSULTANT services on an as-needed basis through the issuance of Work Orders for the required work to be performed and the estimated fees to be paid for the services authorized pursuant to the Scope of Services. Services to be provided by the Consultant(s) will be initiated and completed as directed by the COR for each assignment authorized under this agreement. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of the agreement. No minimum amount of work or compensation will be guaranteed.

Further, the CONSULTANT is providing these services on a nonexclusive basis. DTPW, at its sole discretion, may elect to have any of the services set forth herein performed by other CONSULTANT or DTPW staff.

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

A. Maintain an adequate staff of qualified personnel available at all times to perform within the term specified in the applicable Work Order. The COUNTY has the right to approve and regulate the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from the work, if, in the COUNTY's sole reasonable judgement, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval.

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

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

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

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

F. Submit to the COUNTY design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit to the COUNTY the final work products upon incorporation of

any modifications requested by the COUNTY during any previous review and comments resolution process.

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

H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION VIII - OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

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

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

SECTION III - TIME FOR COMPLETION

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

SECTION IV – COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

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

1. The fee for engineering services rendered by the CONSULTANTS personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times the negotiated multipliers of **2.9** for office personnel and **2.2** for field personnel(Labor rates are subject to County approval as per paragraph 2 below)

2. The maximum direct hourly rates, per classification, excluding overhead billable under this contract shall not exceed the caps as listed in Exhibit D - MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION, unless authorized by the COR in writing, and shall apply to all employees except Principals.

3. The burdened direct labor charges shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.

4. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work on this project in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.

5. Labor rates shall be in accordance with the current list of employees maintained by the COR or designee. Rates supplied by the CONSULTANT and made a part hereof as Exhibit "F" shall be consistent with prevailing local wage rates paid for similar work to similar employee classifications and subject to COR approval prior to starting work. The CONSULTANT is permitted to submit a written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the COR. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm and subject to approval by the COR, which approval shall not be unreasonably withheld. Annual wage increases for these employees shall be no higher than five percent (5%) unless otherwise approved by the COR. This provision is not meant to limit the hourly rate at which the CONSULTANT pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT. In no way will an employee's hourly rate exceed the maximum amount per classification stipulated in the contract, without written approval by the COR. The COR may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances.

5. PRINCIPALS

The CONSULTANT shall be compensated at the following rate for the time of principals engaged directly in the work. The CONSULTANT is permitted to submit a written request

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

Firm	Principals	Hourly Rate
Marlin Engineering, Inc.	Ramon Soria	$125.00

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

B. **LUMP SUM FEE**

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

C. **REIMBURSABLE (DIRECT) EXPENSES**

The CONSULTANT shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by the COR. Reimbursable expenses may include field office, utilties, furnishings, vehicles, expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).

Expenses for travel (except commuting), transportation and subsistence by CONSULTANT personnel in the furtherance of the work will be reimbursed according to the provisions of

County Administrative Orders 6-1 and 6-3 and Florida Statute Section 112, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the COUNTY for all travel expenses. Failure to obtain such prior authorization may be grounds for nonpayment of travel expenses. To be compensated for travel within the County, the CONSULTANT shall maintain accurate mileage records electronically and include original signatures upon submittal, along with their invoices.

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

D. SURVEYING AND GEOTECHNICAL SERVICES

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

1. Land and Engineering Field Survey

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

2. Geotechnical Engineering

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

E. MAXIMUM COMPENSATION

Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this Agreement shall not exceed $5,000,000.00 (inclusive of base and contingency allowance amounts).

F. EXCEEDING EXPENDITURES

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

G. SUBCONSULTANT COMPENSATION

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

SECTION V - METHOD OF PAYMENT

The COUNTY agrees to make monthly payment to the CONSULTANT, based on properly submitted invoices, for all authorized work performed during the previous month or other mutually agreed invoicing period. The CONSULTANT agrees to provide invoices monthly and with every invoice, copies of any records necessary to substantiate payment requests to the COUNTY such as time sheets, detailing the task where the time has been spent, monthly progress reports and hours/costs expenditure reports, in a format acceptable to the COUNTY. The CONSULTANT shall submit duly certified invoices in duplicate and one electronic format to the COR in a format acceptable to the

COUNTY. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including time sheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

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

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

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

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

B. LUMP SUM FEE

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

SECTION VI - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. A work order issued by the COR shall cover in detail the scope, specific deliverables, time for completion, method of payment and compensation for the Professional Services requested in connection with each unit or section of work.

SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the Standard of Care as referenced in Section XXIX (B). The COUNTY and CONSULTANT shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The COUNTY and CONSULTANT waive all claims and causes of action not commenced in accordance with this Section.

The CONSULTANT and COUNTY waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The COR shall decide on all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

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

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

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

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

SECTION VIII - OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to pre-existing copyrighted standard details and designs owned by the CONSULTANT or owned by a third party and licensed to the CONSULTANT for use and reproduction, shall become the property of the COUNTY, without restrictions or limitations, upon CONSULTANT receiving payment in full for services satisfactorily performed. However, the

COUNTY may grant an exclusive license of the copyright to the CONSULTANT for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the CONSULTANT shall not disclose, release, or make available any document to any third party without prior written approval from the COUNTY. The CONSULTANT shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the CONSULTANT in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. When each individual section of work requested pursuant to this Agreement is completed and accepted, all of the above data shall be delivered to the COR.

SECTION IX - REUSE OF DOCUMENTS

The CONSULTANT may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The COUNTY shall not be re-invoiced for such reused data. The COR shall not accept any reused data containing an excess of irrelevant material which has no connection with the applicable portion of the work. The CONSULTANT will not be liable for reuse by the COUNTY of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

SECTION X – OFFICIAL NOTICES

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

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

Project Manager:	Betsy Jeffers
Address:	6840 NW 77th Court
	Miami, FL 33166
Telephone:	954-870-5070
Email:	bjeffers@marlinengineering.com

SECTION XI - AUDIT RIGHTS

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

Such audits may be performed by the COUNTY or may be arranged by the COUNTY through the auspices of the U.S. Department of Transportation. Alternatively, the COUNTY may cause an independent certified public accounting firm to perform the audit within the time herein described below. The CONSULTANT shall maintain all books of accounts, records, documents and other evidence of accounting procedures and practices sufficient to properly document all expenses incurred and anticipated to be incurred in the performance of this Contract including justification of the negotiated overhead rates and direct labor rates. The materials described above shall be made available at the office of the CONSULTANT, at reasonable times, for inspection, audit or reproduction, within three (3) years following final payment under this Contract and the closing of all other pending matters.

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

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

A. Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.

B. Permit an authorized representative of the COUNTY, State of Florida, United States Department of Transportation and Comptroller of the United States to examine such books, records, documents, papers, computations, projections and other supporting data.

C. In the event any information provided by the CONSULTANT during initial contract negotiations or any supplemental agreement negotiations or any other information is later determined by the COUNTY not to have been complete, accurate or current at the time of the submittal, the COUNTY shall be entitled to an appropriate correction of the total compensation amount. If this detemination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds including withholding funds due the CONSULTANT on other COUNTY contracts.

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

SECTION XII - SUBCONTRACTING

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

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

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

In addition, and as applicable, the CONSULTANT 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 19%. Failure to obtain COR approval of a Subconsultant prior to commencement of that Subconsultant's services may be grounds for non-payment of any services performed prior to approval.

A. SUBCONSULTANTS

1. The compensation for services rendered by the following Subconsultant's personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the IRS, for all time said personnel engaged directly in the work, times the following multipliers: 2.9 for Office Personel and 2.2 for Field Personnel

FIRMS	
AES Engineering, Inc.	Miller Legg & Associates, Inc.
ASA Consultants, Inc.	MRD Consulting, Inc.
Bello & Bello Land Surveying Corporation	Nova Engineering & Environmental, LLC
Florida ITS Engineering, LLC	Premiere Lighting & Traffic, Inc.
F.R. Aleman & Associates, Inc.	Smart-Sciences, Inc.
GOAL Associates. Inc.	Snubbs Consulting, Inc.
HDR Engineering, Inc.	SSN Engineering, LLC
Infinite Source Communications Group, LLC	STV Incorporated
Kittelson & Associates, Inc.	Terracon Consultants, Inc.
Longitude Surveyors, LLC	

NOTE #1 : Task involving a very small dollar amount will be considered miscellaneous services. The County may negotiate consultant fees for these services based on County's cost and price analysis.

2. The maximum direct hourly rates, per classification, excluding overhead, allowed under this contract shall not exceed the caps listed in Exhibit "D" unless authorized by the COR in writing, and shall apply to all employees. The burdened direct labor charges shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.

3. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the rate established by Subsection IV-A(1) hereof for personnel below the level of Project Engineer or Project Architect, unless classified as exempt. Overtime is defined as work in excess of 40 hours per week.

4. Labor rates shall be in accordance with Exhibit "D" supplied by the CONSULTANT on behalf of the Subconsultant and made a part hereof and consistent with prevailing local wage rates paid for similar work to similar employees classifications and subject to COUNTY approval prior to starting work. Subconsultants are permitted to submit a written request for wage increases for its employees once annually from the effective date of the contract, for review and approval by the COR. Annual

wage increases for these employees shall be no higher than five percent (5%) and shall be consistent with other similar employees unless otherwise approved by the COR.

5. All services provided by the Subconsultants shall be pursuant to appropriate agreements between the CONSULTANT and the Subconsultants which shall contain provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY and the services shall be compensated in accordance with Section IV-COMPENSATION. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Subconsultants.

6. Subconsultants may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. Subconsultants included in CONSULTANT's Proposal are deemed to be approved by the County. The COUNTY reserves the right at any time to withdraw the approval of such Subconsultant, if it decides that the services performed by the Subconsultant, are not acceptable to the COUNTY.

7. The CONSULTANT shall not change any Subconsultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Any request to add a Subconsultant shall include substantiation of Subconsultant's overhead acceptable to the COUNTY.

8. PRINCIPALS

Subconsultants shall be compensated at the following rate for the time of principals engaged directly in the work. Subconsultants are permitted to submit a written request for annual wage increases for its principals once annually from the effective date of the contract, for review and approval by the COR. Annual rate increases for Principals shall be at a maximum of 5% per year and subject to approval by the COR in writing, approval of

which shall not be unreasonably withheld. This rate shall not be subject to the overhead rates or fee and shall be applied to the time spent on requested work by the following Principals.

Firm	Principals	Hourly Rate
ASA Consultants, Inc.	Soheila Sadough, PE	$85.00
AES Engineering, Inc.	Michel Rodriguez	$78.00
Bello & Bello Land Surveying Corp.	Odalys Bello	$68.00
Florida ITS Engineers LLC.	Bo Gao, PE, PTOE	$75.76
F.R. Aleman & Associates, Inc.	Yvette Aleman	$156.30
GOAL Associates, Inc.	Godfrey Lamptey, PE, PTOE	$84.13
HDR Engineering, Inc.	Dan Suarez, PE/Will Suero, PE	$82.89/$116.44
Infinite Source Communication	Monica Diaz	$57.69
Kittelson & Associates, Inc.	Karl Passetti	$87.43
Longitude Surveyors, LLC	Eduardo M. Sanchez, PSM/President	$71.00
Miller & Legg & Associates	Dylan Larson, SPWS, CEP	$81.73
MRD Consulting, Inc.	Margarita Delgado	$61.88
Nova Engineering & Environmental, LLC	Jason Hill/Dave Miller	$109.09/$108.04
Premiere Lighting & Traffic, Inc.	Christopher W. Tillit, P.E.	$64.90
Smart-Sciences, Inc.	Gisele Colbert	$70.00
Snubbs Consulting, Inc.	Tommy Ruiz/Fernando Gomez/Erik Salgado	$66.31
SSN Engineering, LLC	Rubel Siddique	$60.00
STV, Inc.	David Shearer	$110.03
Terracon Consultants	Hugo E. Soto	$87.26

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

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

B. **NON-EXCLUSIVITY**

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

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

SECTION XIII - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT'S County-approved Subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT'S County-approved Subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the County Mayor or his designee shall have the right to annul this Agreement without liability.

SECTION XIV - TERMINATION OF AGREEMENT

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

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

SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of (1,825) Calendar Days after its date of execution, or until depletion of the funds allocated to pay for the cost of the services described in the Agreement. The County shall comply with the original terms and conditions and any amendments thereof.

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

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

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

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

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

SECTION XVI - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COR may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any completed professional services as of the date written notice of default is served. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall be compensated on a percentage of the professional services which have been performed and found acceptable to the County prior to the time the COR declares a default. Any dispute arising out of this Section shall be resolved in accordance with Section VII – RIGHT OF DECISIONS AND DISPUTE RESOLUTION.

SECTION XVII - INDEMNIFICATION AND INSURANCE

Pursuant to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the COUNTY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (where recoverable by law), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this AGREEMENT.

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

The CONSULTANT shall pay liabilities and losses in connection therewith and shall defend and pay all costs, judgments and attorney's fees (where recoverable by law) for such damages which are finally determined to have been caused by the CONSULTANT'S negligence, recklessness or intentionally

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

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any damages, which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of (in accordance with Florida Statutes Section 725.08) the CONSULTANT.

This Section shall survive expiration or termination of this AGREEMENT.

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

The CONSULTANT shall furnish to the COUNTY, c/o DTPW, 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 Consultant as required by Florida Statute 440.

B. Commercial General Liability in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate. 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 $2,000,000 per claim.

Certificates of Insurance and/or policies should reference Professional Services for Highway Engineering Services for the Department of Transportation and Public Works Contract No.: 20190290.

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

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

or

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

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

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

SECTION XVIII-ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS

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

A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.

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

C. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-l3, as amended, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Dade County Elections Department, P.O. Box 012241, Miami, FL 33101:

(1) A source of income statement;

(2) A current certified financial statement;

(3) A copy of the CONSULTANT'S Current Federal Income Tax Return.

D. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Office of the Governor Executive Order No. 11-02. The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons assigned or authorized by the Consultant to perform work pursuant to the Contract with the County.

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

The CONSULTANT shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (COUNTY) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S.,

or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 33128.

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

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

SECTION XIX – TRUTH IN NEGOTIATION CERTIFICATION OF WAGE RATES

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

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section IV, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XX - EQUAL OPPORTUNITY

A. EQUAL EMPLOYMENT OPPORTUNITY

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

violence, dating violence or stalking. Evidence of such actions shall be reported on forms supplied by the COUNTY.

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

The CONSULTANT shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Sections 112.041, 112.042 and 112.0113, Florida Statutes, Chapter 760 (Florida Civil Rights Act of 1992, as amended) and County Ordinance 75-46, effective June 28, 1975.

B. NONDISCRIMINATION

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

CONSULTANT further agress that he/she will comply with the requirements of the Americans with Disabilities Act.

SECTION XXI - AFFIRMATIVE ACTION PLAN REQUIREMENTS

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

SECTION XXII - BUSINESS APPLICATIONS AND FORMS

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

The Proposer is responsible for submitting the Vendor Registration Application on the COUNTY's Vendor Registration Site at https://www.miamidade.gov/Vendor/NewVendor/Enrollment.

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

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

SECTION XXIII – PROMPT PAYMENT

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

SECTION XXIV – ESTIMATE TIME FOR CONTINGENCY

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

SECTION XXV - CONTINGENCY ALLOWANCE

This project is a Professional Services Agreement; therefore, an estimated Allowance Account of $500,000.00 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by Department of Transportation and Public Works for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

SECTION XXVI - SCRUTINIZED COMPANY

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

SECTION XXVII – ERRORS AND OMISSIONS

The CONSULTANT, if Construction Engineering Inspection (CEI) services are exercised, shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract documents prepared by the CONSULTANT. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

It is specifically agreed that any construction changes categorized by the COUNTY as an error in the contract documents prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the error. The damages to the COUNTY for errors shall be calculated as one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. The COUNTY shall obtain recovery of the additional cost of construction for all errors caused by the CONSULTANT should the sum of the total additional constructions for errors in total exceed five percent (5%) of the total construction cost. Indirect costs may include delay damages caused by the error.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes categorized by the COUNTY as an omission in the contract documents prepared by the CONSULTANT will constitute an additional cost to the COUNTY that would not have been incurred without the omission. The damages to the COUNTY for omissions shall be calculated as fifteen percent (15%) of the total direct cost of the change and one hundred percent (100%) of the indirect costs. Indirect costs may include delay damages caused by the omission.

To obtain such recovery, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT's insurance deductible.Should the damages incurred by the COUNTY exceed the CONSULTANT's insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT's insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and its insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above provided, however, the Parties agree that in no event shall the CONSULTANT be responsible for the cost of changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery

of additional costs to the COUNTY under this paragraph shall not limit or preclude in any way the CONSULTANT's indemnification obligations to the COUNTY pursuant to Section XVII of this Agreement, or preclude or limint in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

The extent of the CONSULTANT'S liability to the COUNTY shall be in accordance with Florida Statute 725.08. The CONSULTANT shall participate in all negotiations with the Consultant related to this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY. Failure by the CONSULTANT to participate in the negotiations with the Consultant related to this section shall constitute a waiver of CONSULTANT's rights to contest the appropriateness or amount of any settlements or change orders.

SECTION XXVIII - MISCELLANEOUS

A. Force Majeure. For the purposes of delay and events of force majeure under Section III, and event of "Force Majeure" is defined to include an event beyond the control of the Party claiming Force Majeure, which prevents such Party from fulfilling its obligations, and includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, law enforcement actions, curfews, closure of transportation systems.

B. Standard of Care. Notwithstanding any other provisions to the contrary, in the performance of its Services, CONSULTANT shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time period. COUNTY recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. CONSULTANT is not responsible for designing

or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

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

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

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

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

G. The Parties may from time to time by mutual agreement seek to modify, extend or enlarge the services under a Work Order ("Modification"). In the event the Parties agree to a Modification to add additional

services, or to make other modifications to the services, CONSULTANT's compensation, the schedule and any other relevant terms and conditions to the applicable Work Order shall be equitably adjusted prior to performance of such services.

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

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

SECTION XXIX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall be construed to make any party hereunder the agent, employee, partner or joint venturer of the other, nor will any CONSULTANT firm hereunder be considered the beneficiary of any of the duties or rights created by this Agreement between the COUNTY and any other consulting firm hereunder.

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

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

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

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

IN WITNESS THEREOF the parties hereto have executed these presents this _____ day of _____, 20__.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

By:_____

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

By:_____
COUNTY MAYOR

Approved by County Attorney

As to Form and Legal Sufficiency:

_____

ATTEST:

MARLIN ENGINEERING INC.

Marlin Engineering, Inc. CORPORATE SEAL 1991 FLORIDA

(Corporate Seal)

By:_____

By:_____
Ramon Soria

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 21st day of October 20 20, by Ramon Soria, as President, and Carolina Bayona, as Secretary, of Marlin Engineering Inc a Florida Corporation on behalf of the corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Sheryl S. Rice

Notary Public

Sheryl S. Rice

Serial Number

Comm# GG107607 Exp. 6/16/21

NOTARY PUBLIC STATE OF FLORIDA

SHERYL S RICE
Commission # GG 107607
Expires June 16, 2021
Bonded Thru Budget Notary Services

EXHIBITS

A. AFFIDAVITS REQUIRED AT TIME OF PROPOSALS
B. TRAVEL REQUEST FORM SAMPLE
C. REIMBURSABLE (DIRECT) EXPENSES
D. MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION
E. DETAILED SCOPE OF WORK
F. LIST OF EMPLOYEES, CLASSIFICATIONS, AND SALARY RATES
G. ISD FORMS
H. AFFIRMATION OF VENDOR AFFIDAVIT
I. TABLE OF ORGANIZATION
J. QUALITY ASSURANCE PLAN FORM

EXHIBIT A

AFFIDAVITS REQUIRED AT TIME OF PROPOSALS

MIAMI-DADE COUNTY

SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE

SMALL BUSINESS PARTICIPATION ON COUNTY A&E AND DESIGN/BUILD PROJECTS

This completed form must be submitted with proposal documents by all proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: E19-DTPW-12 Project Title: Highway Engineering Services for DTPW

Name of Proposer: MARLIN Engineering, Inc. FEIN 65-0279601

Address: 6840 NW 77th Court City Miami State FL ZIP 33166

Telephone Number: 305.477.7575 Email address: bjeffers@marlinengineering.com

The proposer is committed to meeting the established SBE measure(s) assigned to this project:

19 % SBE-A/E, _____ % SBE-Con, _____ % SBE-G, and/or _____ % SBE-S.

(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

To satisfy the requirements for Step 1 –Proposal Submittal and Compliance with Small Business Enterprise Program Measure(s), the following is required:

1. Acknowledge the SBE program measure(s) (i.e., *SBE-Architecture & Engineering, SBE-Construction, SBE-Goods and/or SBE-Services*) established for this project via this Certificate of Assurance.
2. Acknowledge and confirm that there is an established relationship with the certified Miami-Dade County Small Business Enterprise firm(s) to be subcontracted to achieve the established SBE program measure(s) as indicated in the Project Documents.
3. Acknowledge that all SBE-A/E firms are properly listed on the Letter of Qualifications or Form 8DB submitted, as applicable, as part of the proposal documents and will be utilized, if selected to provide services based on their approved technical certification(s) required for the project.

To satisfy the requirements for Step 2 – Proposal Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible to be considered for an award if I fail to (1) submit this Certificate of Assurance with my proposal documents, or (2) complete the Utilization Plan listing all certified Miami-Dade County SBEs to be subcontracted to satisfy the project's established SBE measure(s) via the County's Business Management Workforce System ("BMWS"), within the specified time frame, upon email notification from Small Business Development ("SBD") or BMWS. Each SBE-A/E sub-consultant listed on the Letter of Qualifications or Form 8DB, as applicable, must confirm their sub-contractual relationship (i.e., work to be performed, and the value or percentage of said work) in the Utilization Plan via BMWS, for approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared Betsy Jeffers, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Proposer's Signature (Owner/Officer)

SWORN TO and subscribed before me this 3 day of June .2020

Signature of Notary Public-State of Florida

My Commission Expires: March 17, 2024

VANESSA JAIMES
Commission # GG 970466
Expires March 17, 2024
Bonded Thru Budget Notary Services

Revised 10/19

Miami-Dade County
Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Officer overseeing this solicitation/ contract/purchase order. The Vendor/Contractor attests to providing all of the above information, if applicable, to the County.

NOTE: "Pursuant to Florida Statutes s. 92.525, under penalties of perjury....." vendors who are unable to obtain a Notary Public during the COVID-19 declared emergency are permitted to use the below declaration in lieu of (notarized) affidavits for responses to solicitations.

Written Declaration: Pursuant to Florida Statutes s. 92.525, under penalties of perjury, I declare that I have read the foregoing Contractor Due Diligence Affidavit and that the facts stated in it (attached to it) are true.

Contract No. : E19-DTPW-12 **Federal Employer Identification Number (FEIN):** 65-0279601

Contract Title: Highway Engineering Services for DTPW

Betsy Jeffers, PE	Vice President	Betsy Jeffers
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Martin Engineering, Inc.	06/03/2020	
Name of Firm	Date	
6840 NW 77th CT	Miami, FL	33166
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of Florida County of Broward

Subscribed and sworn to (or affirmed) before me this 3rd day of, June 2020 by Betsy Jeffers

Betsy Jeffers He or she is personally known to me or has produced identification

GG970466

VANESSA JAIMES
Signature of Notary Public Commission # GG 970466
Expires March 17, 2024
Bonded Thru Budget Notary Services
Serial Number

Print or Stamp of Notary Public March 17, 2024 Expiration Date Notary Public Seal

rev. COVID-19 declared emergency

EXHIBIT B

TRAVEL REQUEST FORM SAMPLE

Negotiated at Work Order level

EXHIBIT C

REIMBURSABLE (DIRECT) EXPENSES

Negotiated at Work Order level

EXHIBIT D

MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION

Job Class	Mean / Avg.	Loaded (2.9 Office, 2.2 Field)	F/O	Maximim Rate	Max Rate	185
Acquisition Administrator	$87.09	$252.56	O	$ 185.00		
Acquisition Agent	$62.30	$180.67	O	$ 180.67		
Appraiser	$49.04	$142.22	O	$ 142.22		
Archaeologist	$15.25	$44.23	O	$ 44.23		
Architect	$45.00	$130.50	O	$ 130.50		
Assistant Bridge Inspector	$21.03	$46.27	F	$ 46.27		
Assistant Underwater Bridge Inspector	$18.85	$41.47	F	$ 41.47		
CADD/Computer Technician	$31.57	$91.55	O	$ 91.55		
CEI Bridge Senior Inspector	$38.50	$84.70	F	$ 84.70		
CEI Contract Support Specialist	$39.99	$87.98	F	$ 87.98		
CEI Geotechnical Technician- Pile Foundation	$32.83	$72.23	F	$ 72.23		
CEI Inspector/Engineer Intern	$25.78	$56.72	F	$ 56.72		
CEI ITS Inspector	$28.38	$62.44	F	$ 62.44		
CEI Landscape Inspector	$27.19	$59.82	F	$ 59.82		
CEI Project Administrator/CEI Project Engineer	$55.83	$122.83	F	$ 122.83		
CEI Res Compliance Specialist	$28.21	$62.06	F	$ 62.06		
CEI Secretary/Clerk Typist	$24.87	$72.12	O	$ 72.12		
CEI Senior Inspector- Bldg Struct.	$38.00	$83.60	F	$ 83.60		
CEI Senior Inspector/Senior Engineer Intern	$35.40	$77.88	F	$ 77.88		
CEI Senior ITS Inspector	$43.10	$94.82	F	$ 94.82		
CEI Senior Landscape Inspector	$32.99	$72.58	F	$ 72.58		
CEI Senior Project Engineer	$69.11	$152.04	F	$ 152.04		
Chief Archaeologist	$39.53	$114.64	O	$ 114.64		
Chief Computer Programmer	$86.54	$250.97	O	$ 185.00		
Chief Designer	$48.51	$140.68	O	$ 140.68		
Chief Engineer 1	$79.29	$229.94	O	$ 185.00		
Chief Engineer 2	$84.99	$246.47	O	$ 185.00		
Chief Planner	$80.09	$232.26	O	$ 185.00		
Chief Scientist	$69.81	$202.45	O	$ 185.00		
Chief Utility Coordinator	$65.01	$188.53	O	$ 185.00		
Community Outreach Specialist	$39.77	$115.33	O	$ 115.33		
Community Outreach Specialist - Junior	$21.92	$63.57	O	$ 63.57		
Community Outreach Specialist - Senior	$51.16	$148.36	O	$ 148.36		
Computer Programmer	$25.96	$75.28	O	$ 75.28		
Contract Coordinator	$35.44	$102.78	O	$ 102.78		
Design Intern	$20.70	$60.03	O	$ 60.03		
Designer	$38.28	$111.01	O	$ 111.01		
Electrical Engineer	$43.58	$126.38	O	$ 126.38		
Engineer 1	$47.23	$136.97	O	$ 136.97		
Engineer 2	$59.66	$173.01	O	$ 173.01		
Engineering Intern	$34.44	$99.88	O	$ 99.88		
Engineering Technician	$26.36	$76.44	O	$ 76.44		
Environmental Specialist	$32.47	$94.16	O	$ 94.16		
GIS Specialist	$40.71	$118.06	O	$ 118.06		
Graphic Designer	$30.66	$88.91	O	$ 88.91		
Inspector	$23.08	$50.78	F	$ 50.78		
ITS Inspector	$33.66	$74.05	F	$ 74.05		
Land Planner	$45.58	$132.18	O	$ 132.18		
Landscape Architect	$45.75	$132.68	O	$ 132.68		
Landscape Architect Intern	$26.32	$76.33	O	$ 76.33		
Landscape Designer/Landscape Planner	$31.47	$91.26	O	$ 91.26		
MAT CADD/Computer Technician	$31.13	$90.28	O	$ 90.28		
MAT Chief Engineer	$69.45	$201.41	O	$ 185.00		
MAT Engineer	$40.16	$116.46	O	$ 116.46		
MAT Engineer Intern	$35.15	$101.94	O	$ 101.94		
MAT Engineering Technician	$21.70	$62.93	O	$ 62.93		
MAT Geologist	$25.67	$74.44	O	$ 74.44		
MAT Principal Engineer	$67.34	$195.29	O	$ 185.00		
MAT Project Manager	$56.35	$163.42	O	$ 163.42		
MAT Secretary/Clerical	$20.68	$59.97	O	$ 59.97		
MAT Senior Engineer	$55.03	$159.59	O	$ 159.59		
MAT Senior Engineering Technician	$26.92	$78.07	O	$ 78.07		
MAT Technical Secretary	$21.50	$62.35	O	$ 62.35		
MAT Technician Aid	$20.34	$58.99	O	$ 58.99		
Mechanical Engineer	$43.96	$127.48	O	$ 127.48		
MOT - Qualified Worksite Traffic Supervisor	$42.55	$93.61	F	$ 93.61		

Planner	$30.77	$89.23	O	$	89.23
Principal Engineer	$88.96	$257.98	O	$	185.00
Project Architect	$69.17	$200.59	O	$	185.00
Project Landscape Architect	$47.70	$138.33	O	$	138.33
Project Manager 1	$68.05	$197.35	O	$	185.00
Project Manager 2	$75.31	$218.40	O	$	185.00
Project Manager 3	$83.97	$243.51	O	$	185.00
Project Planner	$37.31	$108.20	O	$	108.20
Relocation Administrator	$68.59	$198.91	O	$	185.00
Relocation Agent	$41.64	$120.76	O	$	120.76
Scientist	$29.51	$85.58	O	$	85.58
Secretary/Clerical	$26.10	$75.69	O	$	75.69
Senior Acquisition Agent	$72.37	$209.87	O	$	185.00
Senior Archaeologist	$28.75	$83.38	O	$	83.38
Senior Architect	$64.68	$187.57	O	$	185.00
Senior Certified Bridge Inspector	$38.30	$84.26	F	$	84.26
Senior Computer Programmer	$50.86	$147.49	O	$	147.49
Senior Designer	$41.10	$119.19	O	$	119.19
Senior Electrical Engineer	$62.85	$182.27	O	$	182.27
Senior Engineer 1	$69.24	$200.80	O	$	185.00
Senior Engineer 2	$76.85	$222.87	O	$	185.00
Senior Engineering Technician	$31.25	$90.63	O	$	90.63
Senior Environmental Specialist	$52.15	$151.24	O	$	151.24
Senior Inspector	$34.76	$76.47	F	$	76.47
Senior ITS Inspector	$39.24	$86.33	F	$	86.33
Senior Landscape Architect	$54.97	$159.41	O	$	159.41
Senior Mechanical Engineer	$70.67	$204.94	O	$	185.00
Senior Planner	$57.04	$165.42	O	$	165.42
Senior Relocation Agent	$57.07	$165.50	O	$	165.50
Senior Scientist	$46.32	$134.33	O	$	134.33
Senior Underwater Certified Bridge Inspector	$34.13	$75.09	F	$	75.09
Senior Utility Coordinator	$48.24	$139.90	O	$	139.90
Suit Coordinator	$43.58	$126.38	O	$	126.38
SUR Aerial Sensor Operator	$26.65	$58.63	F	$	58.63
SUR Chief Surveyor	$63.61	$139.94	F	$	139.94
SUR Contract Coordinator	$43.83	$96.43	F	$	96.43
SUR Field Crew Supervisor I	$29.10	$64.02	F	$	64.02
SUR Field Crew Supervisor II	$42.02	$92.44	F	$	92.44
SUR Mobile Survey Analyst 1 (Entry)	$19.09	$42.00	F	$	42.00
SUR Mobile Survey Analyst 2 (Junior)	$27.86	$61.29	F	$	61.29
SUR Mobile Survey Analyst 3 (Senior)	$39.54	$86.99	F	$	86.99
SUR Multi Engine Aircraft Pilot	$43.78	$96.32	F	$	96.32
SUR Party Chief	$28.69	$63.12	F	$	63.12
SUR Principal Surveyor	$53.80	$118.36	F	$	118.36
SUR Project Surveyor	$44.27	$97.39	F	$	97.39
SUR Secretary/Clerical	$24.86	$72.09	O	$	72.09
SUR Senior Project Surveyor	$48.73	$107.21	F	$	107.21
SUR Senior Surveyor	$52.81	$116.18	F	$	116.18
SUR Single Engine Aircraft Pilot	$34.28	$75.42	F	$	75.42
SUR SUE Technician 1 (Entry)	$18.11	$39.84	F	$	39.84
SUR SUE Technician 2 (Junior)	$20.62	$45.36	F	$	45.36
SUR SUE Technician 3 (Senior)	$28.32	$62.30	F	$	62.30
SUR Survey Technician 1 (Entry)	$15.41	$33.90	F	$	33.90
SUR Survey Technician 2 (Junior)	$17.80	$39.16	F	$	39.16
SUR Survey Technician 3 (Senior)	$21.89	$48.16	F	$	48.16
SUR Survey/GIS/SUE Analyst 1 (Entry)	$19.61	$43.14	F	$	43.14
SUR Survey/GIS/SUE Analyst 2 (Junior)	$26.87	$59.11	F	$	59.11
SUR Survey/GIS/SUE Analyst 3 (Senior)	$38.24	$84.13	F	$	84.13
SUR Surveyor	$39.13	$86.09	F	$	86.09
SUR UAS Operator	$38.89	$85.56	F	$	85.56
Technician Aid	$18.50	$53.65	O	$	53.65
Transportation Data Analyst	$41.43	$120.15	O	$	120.15
Transportation Data Scientist	$50.21	$145.61	O	$	145.61
Transportation Data Technician	$21.33	$61.86	O	$	61.86
Utility Coordinator	$36.52	$105.91	O	$	105.91
Average	**$42.39**	**$114.05**			

Proposed rates for E19-DTPW-12

FDOT Rate Sheet is primary. Any duplicate salary rate would be paid at the FDOT rate regardless of rate shown on this sheet.

MARLIN

		Unit Price	Unit
1.	**GEOTECHNICAL SERVICES (9.01)**		
A.	**Mobilization of Truck-Mounted Drill Rig. [If special access equipment required (i.e. ATV's, Off-Road or Marine Equipment) or restricted access See Item 8 of the "General Notes and Special Conditions" for Rates.)**	**$ 401.27**	Up to 4 Percolations per Day or Up to 100 Ft. of Borings.
B.	**Borings Standard Penetration per ASTM D-1586:**		
	With or Without Casing:		
	Penetration Depth 0' to 50'	**$ 22.93**	Per Foot
	Penetration Depth 51' to 75'	**$ 27.52**	Per Foot
	Penetration Depth 76' to 100'	**$ 32.10**	Per Foot
	Penetration Depth 101' to 150'	**$ 38.98**	Per Foot
C.	**Auger Borings per ASTM D-1452 Penetration Depth:**		
	Penetration Depth 0' to 50'	**$ 17.19**	Per Foot
	Penetration Depth 51' to 75'	**$ 19.49**	Per Foot
	Penetration Depth 76' to 100'	**$ 21.78**	Per Foot
	Penetration Depth 101' to 150'	**$ 26.37**	Per Foot
D.	**Rock Coring per ASTM D-2113 (Max. NX Size):**		
	Penetration Depth 0' to 50'	**$ 38.61**	Per Foot
	Penetration Depth 51' to 75'	**$ 45.86**	Per Foot
	Penetration Depth 76' to 100'	**$ 53.89**	Per Foot
	Penetration Depth 101' to 150'	**$ 60.76**	Per Foot
	Casing	**$8.00**	Per Foot
	Rates for 4" Diameter Rock Coring to be negotiated with Project Manager		
E.	**Standard Penetration Test (Includes Mobilization and Soil Boring Log) (Portable Equipment)**	**$ 28.66**	Per Foot

MARLIN

			Unit Price	Unit
	1E.1	Standard Penetration Test (Water Boring) (Equipment Excluded, Barge Cost to be Negotiated by User Department. Permit Reimbursable upon Proof of Payment.)	$ 57.32	Per Foot
F.	**Undisturbed Sampling per ASTM D-15**		$ 126.12	Per Sample
G.	**Slug Percolation Test-USGS / PWD 9" Dia. Hole (DERM) (Min. 2 per Job)**		$ 459.23	Per Test
H.	**Double Ring Infiltration Test per ASTM D-3385 (Swale or Grassy Areas) (Min. 2 Tests)**		$ 527.39	Per Test
I.	**Percolation Tests**			
	1I.1	Fla. Dept. of Health and Rehabilitative Services, Chapter 100-6.57 (Min. 2 Tests per Job)	$ 394.39	Per Test
	1I.2	DCPW Highway Division (Min. 12" Dia.) (Min. 2 Tests per Job)	$ 567.51	Per Test
	1I.3	Open Hole Method (Min. 6" Dia.)(Min. 2 Tests)	$ 552.96	Per Test
J.	**Closing Holes with Grout / Approved Method(s) to Safe proof Site. [Safe proof to be Accomplished Before Laboratory Leaves the Site(s)]**		$ 9.17	Per Lineal Foot
K.	**Trench Test per So. Fla. Water Management District. (Excludes Equipment and Operator) (Provide Equipment Rental Invoice for Direct Cost Reimbursement).**		$ 558.24	Per Test
L.	**Soil Cement Stabilization Field Inspection**		$ 92.87	Per Hour
	1L.1	Soil Cement Cylinder Testing	$ 72.23	Per Hour
M.	**Water Quality Monitoring**		$ 92.87	Per Sample
N.	**Geotechnical Engineering Evaluation and Report of Existing Soil with Respect to Allowable Bearing Capacity.**		$ 137.58	Per Hour
O.	**Geotechnical Engineer Pile Capacity Analysis**		$ 137.58	Per Hour
P.	**Muck Probes**		$ 91.72	Per Hour
2.	**MONITORING WELLS (Includes Drilling)** **(9.01)**			

MARLIN

		Unit Price	Unit
A.	**Mobilization of Truck-Mounted Drill Rig. (Same Conditions Apply as referenced for Geotechnical Services, Item 1.A, Page 1 of the Fee Schedule)**	**$ 401.27**	Up to 2 Wells per Day
B.	**Monitoring Well Installation (2" PVC, Max. 20' Depth)* (Min. 2 Wells)****	**$ 745.22**	Per Well
C.	**Monitoring Well Abandonment (2" PVC, Max. 20' Depth)* (Min. 2 Wells)****	**$ 331.00**	Per Well
D.	**Monitoring Well Abandonment (4" PVC, Max. 20' Depth)* (Min. 2 Wells)****	**$ 374.82**	Per Well
E.	**Monitoring Well (4" PVC, Max. 20' Depth)* (Min. 2 Wells)****	**$ 972.23**	Per Well
F.	**Monitoring Well Installation (2" PVC, Greater than 20' up to 100')* (Min. 2 Wells)****	**$ 80.25**	Per Foot
	* Excludes Permit. ** Due to Security Constraints Rates Negotiable for Aviation, Seaport and MDT.		
G.	**Repair of Monitoring Wells Unit Rates**	**$ 1,071.98**	Per Unit
H.	**Water Quality Monitoring (Does Not Include Analytical Tests) (Per Well)**	**$ 278.68**	Per Well
I.	**Direct Push Well Installation (20 Feet Max.)**	**$ 882.80**	Per Well
J.	**Direct Push Soil / Groundwater Sampling**	**$ 1,834.39**	Per Day
K.	**Boat Rental (Min. 8 Hour Day) With Prior Approval by the Issuing Department (Furnish Copy of Ownership or Copy of Rental Invoice).**	**$ 515.92**	Per Day

MARLIN

		Unit Price	Unit
3.	**PRE-STRESS / PRE-CAST (9.02)** (Includes Travel, Mileage, Delivery and Certified Reports).		
A.	**Pre-Stress / Pre-Cast Fabrication Inspection per PCI MNL-116 (Structural) or MNL-117 (Architectural) (Bridge and Building Units / Ready Mix Plants Inspections) (Min. 4 Hrs.)**	**$ 92.87**	Per Hour
B.	**Pre-Stress (Inspection and Certified Report Included) (Stressing Operation and Inspection) per PCI MNL-116 (Min. 4 Hrs.)**	**$ 92.87**	Per Hour
C.	**Reinforced Concrete Pipe and Pre-Fabricated Manhole Inspection (Types, Sizes, and Design) (Includes Inspection and Certified Report) (Min. 4 Hrs.)**	**$ 92.87**	Per Hour
D.	**Absorption Test of Pre-Cast Units per ASTM C-497.**	**$ 59.61**	Per Core
E.	**Three Edge Bearing Test per ASTM C-497.**	**$ 92.87**	Per Hour
F.	**Hydrostatic Testing per ASTM C-497.**	**$ 92.87**	Per Hour
G.	**Testing Concrete Cylinder per ASTM C-497. (Same Conditions Apply as Shown on 3A.1) (Does NOT Include Technician or Pick-Up).**	**$ 126.12**	Per Cylinder
	* If Additional Hours are Required Must have Approval from Issuing Department.		
4.	**PILING (9.02)**		
A.	**Pile Driving/Auger Cast Pile Inspection (Includes Certified Log/Report (4 Hrs. Min.)**	**$ 92.87**	Per Hour
4A.1	Splice of Piles as an Addition (per Occurrence) (with Prior Approval from Engineer) (Witness Splice).	**$ 92.87**	Per Hour
B.	**Vibro-Flotation Inspection (4 Hrs. Min.)**	**$ 92.87**	Per Hour
C.	**Pile Load Test -Test Frame and Load Set-up Witnessed by Certified Inspector per ASTM D-1143 (Equipment / Loads Furnished by Contractor)**	**$ 92.87**	Per Hour
4C.1	Furnishing and Set-up of Calibrated Gauges.	**$ 124.90**	Per Gauge
4C.2	Monitoring of Pile Load Test, Collect Field Data, and Inspector Time.	**$ 92.87**	Per Hour

MARLIN

		Unit Price	Unit
4C.3	Pile Load Test Report, Certify and Prepare Report for Load Capacity of Pile. (Engineer's Time).	$ 137.58	Per Hour
4C.4	Pile Dinamic per Day (To be negotiated by PM)		
5. SOILS (9.02)			
(Includes Travel, Mileage, Delivery and Certified Report)(Does NOT Include Technician or Pick-Up).			
A. Field Density Tests			
5A.1	Sand Cone Method per AASHTO T-19 and ASTM D-1556 (2 Tests Min.)	$ 98.60	Per Test
	Nuclear Method per AASHTO T-238 & ASTM D-2922, (Moisture per AASHTO T-239 & ASTM D-3017) (Min. 4 Tests):		
5A.2	Per Test (From 1 thru 4 Tests), Per Trip	$ 54.48	Per Test
	Per Test (From 5 thru 10 Tests), Per Trip	$ 37.83	Per Test
	Per Test (From 11or More Tests), Per Trip	$ 33.25	Per Test
5A.3	Maximum / Minimum Relative Density Tests per ASTM D-4253 and 4254 (Field and Laboratory)	$ 189.17	Per Test
5A.4	Hourly Rate-(Min. 4 Hrs.)* (Unlimited Tests) (7:00 AM to 6:00 PM) (Equipment **ONLY**, Technician **NOT** included)	$ 72.23	Per Hour
*	If Laboratory Finishes Work in Less than the 4 Hr. Increment, they Shall be Paid for the Full 4 Hrs., if Time Runs Past the 4 Hr. Increment, Extra Hrs. Shall Be Paid at the Per Hour Rate, Upon Approval from Issuing Department.		
5A.5	**Evening Density Testing (7:00 PM to 6:00 AM) (If Requested by Issuing Department Designee to be Performed in the Evening and to be Paid at the Min. 4 Hrs. Unlimited Tests*) (Equipment ONLY, Technician NOT included.)**	**$ 97.46**	**Per Hour**
B. Moisture Density Tests (Proctor)			

			Unit Price	Unit
	5B.1	Standard per AASHTO T-99 and ASTM D-698 (Non-Traffic Areas)(Min. 2 Tests per Trip)	$ 146.75	Per Test
	5B.2	Modified per AASHTO T-180 and ASTM-1577 (Building / Highway Projects) (Min. 2 Tests per Trip)	$ 165.10	Per Test
C.	**Limerock Bearing Ratio (LBR) - FDOT**		$ 401.27	Per Test
D.	**Carbonates on LBR Material (2 Tests per Trip)**		$ 80.25	Per Test
E.	**Laboratory California Bearing Ratio (CBR) per ASTM D-1883 (One Point)**		$ 309.55	Per Test
	5E.1	Lab Proctor Test	$ 165.10	Per Test
	5E.2	Three (3) Point CBR	$ 389.80	Per Test
F.	**Field California Bearing Ratio per Asphalt Institute MS-10 (Latest Version) (Reaction Load by Others) (2 Tests Min.)**		$ 464.33	Per Test
G.	**Moisture Content**		$ 43.57	Per Test
H.	**Organic Content**		.	
	5H.1	Limerock per AASHTO T-267 (by Incineration)	$ 57.32	Per Test
	5H.2	Test of Soil Chemical Analysis [(1972) P.R. Hesse P. 211] (by Peroxide)	$ 80.25	Per Test
I.	**Grain Size per AASHTO T-27 (Sieve Analysis Only)**		$ 73.37	Per Test
J.	**Mechanical Analysis per ASTM D-422 or T-11 and T-27**		$ 77.96	Per Test
K.	**Soil Classification per ASTM D-3282 and D-2487 (AASHTO-Unified-FAA)**		$ 110.06	Per Test
L.	**Los Angeles Abrasion on Rip-Rap per ASTM C-535 (Large Size Coarse Aggregate)**		$ 275.15	Per Test
M.	**Soundness on Rip-Rap per ASTM C-88 (5 Cycle Sodium Sulphate)**		$ 325.21	Per Test
N.	**Soil Specific Gravity per ASTM D-854**		$ 68.79	Per Test

MARLIN

		Unit Price	Unit
O.	**Material Finer than 200 Sieve per ASTM C-117**	**$ 51.59**	Per Test
P.	**Liquid Limit per ASTM D-4318 (Atterberg Limits)**	**$ 85.99**	Per Test
Q.	**Salt Content per FDOT FM 5-516**	**$ 66.49**	Per Test
R.	**Limerock Base Thickness Determination - Minimum 3" Diameter Holes FAAP- 211 (Min. 2 Tests) (Excludes Mobilization and Transportation)**	**$ 88.28**	Per Test
	* Unlimited Tests	**$ 773.88**	Per Day
S.	**Limerock Chemical Analysis per DCPW, FDOT (2 Tests Min.)**	**$ 97.46**	Per Test
T.	**Limerock Chemical Analysis per DCAD FAAP-211 (2 Tests Min.)**	**$ 97.46**	Per Test
U.	**Resistivity Test in Accordance with California Method 643-7 with Break- down for Test, Sampling, PH Measurement of Water and Soil, etc.**	**$ 165.10**	Per Test
V.	**Sediments Tests**	**$ 82.55**	Per Test
W.	**Soil Load Bearing Test (Plate Load) (Reaction Load by Others)**		
	5W.1 Static Load on Footings per ASTM D-1194	**$ 593.89**	Per Test
	5W.2 Repetitive Static Load for Pavement per ASTM D-1195	**$ 629.43**	Per Test
	5W.3 Non-Repetitive Static Load for Pavement per ASTM D-1196	**$ 629.43**	Per Test
X.	**Soil Relative Density Tests (Vibro-Flotation / In-Situ Verification)**		
	5X.1 CPT Cone Penetration Test Soundings	**$ 18.35**	Per Foot
Y.	**Horticultural Service for PH Value of Soil**	**$ 48.11**	Per Test
Z.	**Horticultural Service for Soluble Salts in Soil**	**$ 80.25**	Per Test
AA.	**Horticultural Service for Macro Nutrients in Soil**	**$ 93.05**	Per Test
AB.	**Backfill Monitoring (4 Hrs. Min.)**	**$ 74.52**	Per Hour
AC.	**Geotechnical Engineer (Min. 2 Hours)**	**$ 137.58**	Per Hour

MARLIN

		Unit Price	Unit
6.	**ASPHALT CONCRETE (9.03)**		
	(Includes Travel, Mileage, Delivery and Certified Report.)(Does NOT Include Technician or Pick-Up).		
A.	**Asphalt Paving Design Mix Marshall Method (Includes Sampling, Standard Design and Applicable Marshall Procedures) per Asphalt Institute Manual Series No. 2**	**$ 905.73**	Per Mix
B.	**Analysis of Special Design Mix.**	**$ 733.75**	Per Mix
C.	**Marshall Properties (FDOT Procedures) (Aviation P- 401 / P- 405). (Technician plus tests.)**		
6C. 1	Stability per ASTM D-1559 or AASHTO D-T 245 (Set of 3 Specimen).	**$ 139.88**	Per Set
6C. 2	Flow per ASTM - 1559 or AASHTO D-T 245 (Set of 3 Specimen).	**$ 128.41**	Per Set
6C. 3	Density per ASTM D-2726 (Set of 3 Specimen).	**$ 131.84**	Per Set
6C. 4	Air Voids per ASTM- 3203 (Set of 3 Specimen).	**$ 128.41**	Per Set
6C. 5	Maximum Density per ASTM D-2041.	**$ 29.72**	Per Set
6C. 6	Particle Coating per ASTM D-2489.	**$ 144.46**	Per Sample
6C. 7	Sampling/Prep. Per ASTM D-1559 / D-2726.	**$ 88.28**	Per Sample
6C. 8	Bulk Specific Gravity of Drilled Core per ASTM D-2726.	**$ 61.91**	Per Core
6C. 9	Moisture Content - Drying per ASTM C-566.	**$ 63.06**	Per Sample
6C.10	Moisture Content - Distillation per ASTM D-1461.	**$ 149.05**	Per Sample
6C.11	Asphaltic Specific Gravity / Absorption of Aggregate Blends.	**$ 114.65**	Per Aggregate Sample
6C.12	Sampling Hot Mix at Manufacturer Per ASTM D-979.	**$ 68.79**	Per Hour
6C.13	Effect of Water on Hot Mix per ASTM D-1075 (Set of 6 Samples).	**$ 144.46**	Per Set
6C.14	Washed Sieve Analysis.	**$ 73.37**	Per Sample

		Unit Price	Unit
	6C.15 AASHTO T-182.	$ 160.51	Per Sample
	6C.16 Flat / Elongated Pieces per ASTM D-4791.	$ 154.78	Per Sample
	6C.17 Effect of Moisture On Hot Mix per ASTM D-4867 (Set of 6 Samples).	$ 343.95	Per Set
	6C.18 Sand Equivalent per ASTM D-2419	$ 114.65	Per Sample
	6C.19 Effect of Water on Cohesion per ASTM D-1075 / Modified.	$ 218.99	Per Sample
D.	**Extraction/Gradation Analysis per ASTM D-6307.**	$ 166.24	Per Test
E.	**Asphalt Plant Technician Using FDOT Approved Plant, Laboratory and Procedures for Extraction, Gradations, Marshall Tests and Temperature Checks (ASTM D-290-85) (Per Person. Min. 4 Hrs.)**	$ 92.87	Per Hour
F.	**Paving Technician for On-Site Paving Operations, Inspections per FDOT Procedures (Temperature, Density Testing and Observation) (4 Hr. Min.)**	$ 92.87	Per Hour
G.	**Asphalt Densities (Nuclear-Back Scatter Method) (Min. 4 Tests).**	$ 34.40	Per Test
H.	**Asphalt Core Drilling for Thickness Measurements (Includes Asphalt Patching) (Min. 6 Cores per Call-Out).**	$ 68.79	Per Core
I.	**Asphalt Cores Laboratory Tests for Measurements per ASTM D-3549 and Weight per Cubic Foot, per ASTM D-2726. (Min. 4 Cores)**	$ 51.59	Per Core
J.	**Gyratory Compaction (Bulk Specific Gravity)**	$ 137.58	Per Sample
7.	**TECHNICAL SERVICES (AVIATION) (9.03)**		
A.	**P401 Technical Services - NICET III/P.E./FDOTII/Equivalent per ASTM D-3666 Asphalt Plant Facilities & Initial Plant Inspection, Quality Reviews, Design Mix/JMF Review, Technical Report/Meetings/Coordination Oversight/PWL /Reviews (Min. 4 Hrs.).**	$ 143.31	Per Hour
B.	**P401 / P405 / P602 / P603 / P609 - Field Acceptance Inspection. Certified Inspector per ASTM D-3666.**		
	7B.1 Level "I" Inspector (Weekday Min. 4 Hrs.)	$ 92.87	Per Hour

		Unit Price	Unit
7B.2	Level "II" Inspector (Weekday Min. 4 Hrs.)	$ 96.30	Per Hour
7B.3	Cancellation Fee (Plant) (Per Cancellation, Per Technician)	$ 249.94	Per Cancellation/Tech.
8.	**CONCRETE TESTING (9.03)**		
	(Inclusive of Travel, Mileage, Delivery and Certified Report)(Does NOT Include Technician or Pick-Up).		
A.	**Cylinders - Cast and Tested by Laboratory.**		
8A.1	Standard 6"x12" or 4"x 8" Cylinder. (Concrete Temperature Test and Slump Test) (Per ASTM C-31 "Section 7" Lab. Strength Tests per C-39 using C-617 or C-1231) (Max. 5 Cylinders Per Set).	$ 126.12	Per Set
8A.2	Lightweight 3"x 6" Cylinder Includes Concrete Per ASTM C-495 (Max. 5 Cylinders Per Set).	$ 126.12	Per Set
8A.3	Air Entrainment per ASTM C31(used Concurrently with Concrete Set Testing).	$ 40.13	Per Set
8A.4	Cylinder Pick-Up.	$ 66.49	Per Hour
B.	**Securing Structural or Pavement Cores per ASTM C-42(6"Max. Dia.) (3 Cores Min.)**		
8B.1	8" Deep	$ 143.31	Per Core
8B.2	14" Deep	$ 171.97	Per Core
8B.3	12" Deep x 12" Diameter	$ 343.95	Per Core
C.	**Cores Trim and Compression Test per ASTM C-42.**	$ 45.42	Per Test
D.	**Concrete Masonry Units per ASTM C-140 & C-551- Block/Brick per ASTM-140.**		
8D. 1	Concrete Brick per ASTM C-551. (Min. 2 Bricks)		
8D.1A	Compression	$ 51.59	Per Brick
8D.1B	Absorption	$ 74.52	Per Brick

			Unit Price	Unit
		8D.1C Dimension	$ 51.59	Per Brick
		8D.1D Appearance	$ 48.16	Per Brick
	8D. 2	Block, Manhole	$ 63.06	Per Test
	8D. 3	Block, Concrete Compression per ASTM C-140 - Individual Units.	$ 63.06	Per Test
	8D. 4	Block, Concrete Absorption per ASTM C-140 Individual Units.	$ 68.84	Per Test
	8D. 5	Moisture Content of Concrete Block per ASTM C-140.	$ 63.06	Per Block
	8D. 6	Block Series, Dimensions, Compression, Absorption, Moisture Content and Unit Weight (Density) per ASTM C-140.	$ 194.02	Per Block
	8D. 7	Mortar Cubes 2"x 2"x 2" Compression Test per ASTM C-109 (Min. 3 per Test) (Cast by Others).	$ 40.13	Per Cube
	8D. 8	Masonry Prisms per ASTM C-1314 (Fabricated by Contractor) (Unfilled).	$ 154.78	Per Prism
	8D. 9	Sampling and Pick-Up (Casting Not Included).	$ 72.23	Per Unit
	8D.10	Concrete Block Unit Weight per ASTM C-140.	$ 68.05	Per Block
	8D.11	Grout Cube Compression Test per ASTM C-1014 (Cast by Others).	$ 24.07	Per Cube
	8D.12	Technician to Cast Mortar or Grout Cubes in Laboratory or On-Site (Incl. Slump & Temp. Tests) per ASTM C-1019	$ 72.23	Per Hour
	8D.13	On-Site Masonry Inspector per ACI-530.1 (Min. 4 Hrs.)	$ 92.87	Per Hour
	8D.14	Measure Grout Prisms per ASTM C-1019 (4 Prism per set)	$ 154.78	
E.	**Concrete Beams**			
	8E.1	Tension Test per ASTM C-496 (Splitting Tension Test for Cylindrical Specimen, not Beams).	$ 75.62	Per Test
	8E.2	Flexural Test per ASTM C-78 (ASTM C-31, C-78) Cast per ASTM C-36, (2 Beams Required per Test).	$ 137.58	Per Beam

		Unit Price	Unit
F.	**Air Content per ASTM C-173 or ASTM C-231.**	**$ 40.13**	Per Test
G.	**Concrete Densities (Unit Weight) & Yield Test per ASTM C-138.**	**$ 45.86**	Per Test
H.	**Design Mix per ACI-211 Standard Aggregate (Materials Furnished by Supplier) (Laboratory Sampling Included) (1 Trial Batch and 6 Cylinder Tests)** (First of Any Series).	**$ 596.18**	Per Mix
	(Additional Design Mixes in Series)	**$ 458.60**	Per Mix
	8H.1 Design Mix Materials Testing.	**$ 83.70**	
	8H.1a Gradation.	**$ 94.01**	Per Test
	8H.1b Fine Aggregate Gravity and Absorption C-127.	**$ 104.34**	Per Test
	8H.1c Coarse Aggregates Specific Gravity and Absorption C-128.	**$ 252.23**	Per Test
	8H.1d LA Abrasion C-88.	**$ 92.87**	Per Test
I.	**On-Site Inspection per ACI-304 and ACI-311.5R (Per Site Visit as Approved by the Engineer) (4 Hrs. Min.)**	**$ 92.87**	Per Hour
J.	**Concrete Plant Inspection per ACI-311.5 (Mix and Weight Verification) (4 Hrs. Min.)**	**$ 92.87**	Per Hour
K.	**Windsor Probe Test per ASTM C-803 (Penetration Resistance to Determine Uniformity) with Equipment Charge (Windsor Gun) (Per Trip Per Location)**	**$ 309.65**	Per Trip
L.	**ASTM C-803 (Set of 3 Probes per Test)**	**$ 114.65**	Per Test
M.	**Concrete Rebound Hammer Test per ASTM C-805 (Use of Spring Driven Steel Hammer to Determine Uniformity of In-Place Concrete) (4 Hrs. Min.)**	**$ 92.87**	Per Hour
N.	**Pullout per ASTM C-900 (Includes Pin Installation).**	**$ 393.25**	Per Test
O.	**Thickness of Concrete per ASTM C-1383.**	**$ 76.82**	Per Hour

		Unit Price	Unit
P.	**Corrosion Activity per ASTM C-876**	**$ 99.75**	Per Hour
Q.	**Chloride Content.**		
	8Q.1 Per ASTM C-1152	**$ 143.31**	Per Test
	8Q.2 Per ASTM C-1218	**$ 149.10**	Per Test
R.	**Pachometer (Magnometer) Readings for Rebar Location, Approximate Size and Spacing (4 Hrs. Min.)**	**$ 92.87**	Per Hour
S.	**Los Angeles Abrasion per ASTM C-131 (Small Size Coarse Aggregate).**	**$ 252.23**	Per Test
T.	**Sieve Analysis per ASTM - 136.**	**$ 83.70**	Per Test
U.	**Absorption Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C - 127.**	**$ 83.70**	Per Test
V.	**Specific Gravity Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C- 127.**	**$ 83.70**	Per Test
W.	**Weight per Cubic Feet per ASTM C-29.**	**$ 83.70**	Per Test
9.	**STEEL (9.04)**		
	(Use - AWA, AMS, AWS, ASME, API, as Applicable		
A.	**Shop / Field Weld Inspection per ASTM D-5339 (4 Hrs. Min.)**	**$ 92.87**	Per Hour
B.	**AWS, AWA, ASME Welder Tests - Groove or Fillet**		
	Plate	**$ 246.49**	Per Position
	Pipe	**$ 246.94**	Per Position
C.	**Reinforcing Steel Tensile Test**	**$ 149.93**	Per Test
D.	**Reinforcing Steel Deformation Test**	**$ 55.04**	Per Test
E.	**Reinforcing Bar Placement Inspection**	**$ 92.87**	Per Hour

	Unit Price	Unit
F. Chemical Laboratory Test		
Welding Inspection and Dye Penetrant Weld Testing	**$ 92.87**	Per Hour
G. Radiograph Weld Inspection (Min. 4 Tests)	**$ 160.51**	Per Test
H. Engineering Services		
9H.1 Special Inspector for Threshold Buildings (State Certified) (4 Hrs. Min.)	**$ 137.58**	Per Hour
9H.2 Special Inspector Designee (4 Hrs. Min.)	**$ 137.58**	Per Hour
9H.3 Special Inspector under the Florida Building Code (4 Hrs. Min.)	**$ 137.58**	Per Hour
10. MECHANICAL (9.04)		
A. Sound Surveys (Includes Travel Time)	**$ 112.36**	Per Hour
B. Lighting Surveys (Includes Travel Time)	**$ 112.36**	Per Hour
11. FIRE PROOFING (9.04)		
A. Inspection of Sprayed-On Fireproof Coating on Structural Steel.		
11A.1 4 Hours Minimum	**$ 92.87**	Per Hour
11A.2 Laboratory Unit Weight Test of Fireproofing Coating per ASTM E-605	**$ 68.79**	Per Test
11A.3 Field Adhesion / Cohesion Tests per ASTM E-736	**$ 145.46**	Per Test
* If Additional Hours are Required Must Have Approval from Issuing Department		
12. STRAIN MEASUREMENTS (SR4 INDICATOR) (9.04)		
A. Technician Services to Install Gauges/Make Strain Reading (4 Hr. Min.)	**$ 92.87**	Per Hour
13. ULTRASONIC INSPECTIONS (9.04)		

	Unit Price	Unit
A. Services of an Ultrasonic Technician and Equipment (8 Hours Min.)	**$ 143.31**	Per Hour
B. Assistant Technician (8 Hours Min.)	**$ 149.05**	Per Hour
14. STRUCTURAL STEEL (9.04)		
A. Welding Inspector Per AWS Code (4 Hrs. Min.)	**$ 92.87**	Per Hour
B. Structural Steel Shop or Field Inspector (4 Hrs. Min.)	**$ 92.87**	Per Hour
C. Bolt Tightening Inspection by Using:		
14C.1 Torque Wrench	**$ 92.87**	Per Hour
14C.2 Reg. Wrench	**$ 92.87**	Per Hour
14C.3 Filler Gauge	**$ 92.87**	Per Hour
D. Structural Steel Testing / Inspection (4 Hrs. Min.)	**$ 92.87**	Per Hour
15. WELDING (9.04)		
A. AWS Certified Welding Inspector (4 Hrs. Min.) (Per Inspection)	**$ 92.87**	Per Hour
B. AWS Certified Welding Inspector / 1 Hr. PADI Certified (Min. 2 Inspectors per Inspection.)	**$ 160.51**	~~Per Hour~~
16. MAGNETIC PARTICLE TESTING (MAGNAFLUX) (9.04)		
A. Services of a Non- Destructive Technician	**$ 92.87**	Per Hour
B. Magnaflux Testing	**$ 88.28**	Per Test
17. ROOFING (9.05)		

MARLIN

	Unit Price	Unit
(All Tests Performed Shall be in Accordance with Current Edition of the Florida Building Code at Time the Work is Issued, further, Laboratory Shall be part of the Current Listing of Certified Laboratories for Miami-Dade County Building Department.)		
A. Built-Up Roof Sample Analysis (Test Method for Moisture in Mineral Aggregate used for Built-Up Roofs) (ASTM D-1864)	**$ 60.76**	Per Test
B. ASTM 3617	**$ 346.24**	Per Test
C. Compression Test - Roof Tiles	**$ 66.49**	Per Hour
D. Absorption Test - Roof Tiles (Per Set of 5)	**$ 265.99**	Per Set
E. Up-lift Test of Roof Tiles (Per Set of 5)	**$ 321.02**	Per Set
F. Core Samples (per Architect / Engineer's Recommendations)	**$ 83.70**	Per Sample
G. Visual Inspections		
Per Job Min.	**$ 814.02**	Per Job Min.
Per Square Foot	**$ 0.19**	Per Sq. Ft.
H. Infrared Moisture Survey (Mobilization of Equipment)		
Per Job Min.	**$ 905.73**	Per Job Min.
Per Square Feet	**$ 0.30**	Per Sq. Ft.
I. Asbestos Testing	**$ 72.33**	Per Sample
J. Nuclear Moisture Testing		
Per Job Min.	**$ 859.87**	Per Job. Min
Per Square Feet	**$ 0.24**	Per Sq. Ft.
K. Impedence Moisture Survey (Machine) (Max. 3 cores)		

		Unit Price	Unit
	Per Job Min.	$ 905.73	Per Job. Min
	Per Square Feet (Additional Sq. Ft. Survey)	$ 0.30	Per Sq. Ft.
L.	**Bonded Pull Test**	$ 229.30	Per Test
M.	**Fastener Pull Test (First 10,000 Sq. Ft. Per Deck) (10 Tests)**	$ 905.73	Per Test
	Per New Roof (Core Sample)	$ 57.32	Per Test
	Existing Roof (Core Sample)	$ 68.79	Per Test
N.	**Bell Chamber Test (Max. 2 Tests / Any Additional Test $300.00)**	$ 859.87	Per Test
O.	**Title Uplift Test (TAS 106)**		
	Per Square Feet (2,500 Sq. Ft.)	$ 286.62	Per Sq. Ft.
	Additional per Square	$ 22.93	Per Sq. Ft.
N.	**Engineer's Report**	$ 136.78	Per Hour
22.	**MAINTENANCE OF TRAFFIC**		
	To be negotiated by User Department's Project Manager if Required due to the Location of the Work to be Performed. Laboratory shall present proof of man hours and equipment used to provide the "Maintenance of Traffic".		
23.	**ENGINEERING SERVICES**		
A.	**C.A.D. Operator**		Per Hour
B.	**Staff Engineer**		Per Hour
C.	**Professional Engineer**		Per Hour
D.	**Senior Engineer**		Per Hour
E.	**Principal**		Per Hour

		Unit Price	Unit
F.	**Clerical / Administrative**		Per Hour
G.	**Engineering Technician (Applies to all Sub-Categories)**		Per Hour

Note: Fees paid to the laboratories for the work performed shall be in accordance to the negotiated fees as shown on this "Fee Schedule". Nevertheless, hours for the work performed can be negotiated by the user department.

FDOT Rate Sheet is primary. Any duplicate salary rate would be paid at the FDOT rate regardless of rate shown on this sheet. Rates are based on first year rates below. 2nd and 3rd year rates do not apply.

General Land and Engineering Surveying (Office Staff)

		1st year	2nd Year	3rd Year	
1	Draftsperson				
2	Surveyor Computer				
3	Principal Surveyor				

General Land and Engineering Surveying Field Crews (Non Airport)

		1st Year	2nd Year	3rd Year	
1	Survey Crew (Party of Four)	$2,175.77	$2,208.40	$2,241.53	Per Day
2	Survey Crew (Party of Three)	$1,876.92	$1,905.07	$1,933.65	Per Day
3	Survey Crew (Party of Two)	$1,711.86	$1,737.54	$1,763.61	Per Day
4	Mobil Lidar Services	Rates to be negotiated with Project Manager			

General Land and Engineering Surveying Field Crews (Airport/ Port of Miami)

		1st Year	2nd Year	3rd Year	
1	Survey Crew (Party of Four)	$2,502.14	$2,539.67	$2,577.76	Per Day
2	Survey Crew (Party of Three)	$2,158.48	$2,190.85	$2,223.71	Per Day
3	Survey Crew (Party of Two)	$1,968.64	$1,998.17	$2,028.14	Per Day

Note: For Survey Crews, a minimum of four (4) hours shall be paid in cases of cancellation due to inclement weather or other reasons , after the crew has reported to the site.

Photogrammetry (Office Personnel)

		1st year	2nd Year	3rd Year	
1	Aerial Sensor Operator	$120.00	$121.80	$123.63	Per hour
2	Multi Engine Aircraft Pilot	$163.13	$165.58	$168.06	Per hour
3	Single Engine Aircraft Pilot	$127.09	$129.00	$130.93	Per hour
4	Aerial Survey Analyst One	$90.00	$91.35	$92.72	Per hour
5	Aerial Survey Analyst Two	$110.00	$111.65	$113.32	Per hour
6	Aerial Survey Analyst Three	$132.65	$134.64	$136.66	Per hour
7	Photogrammetrist	$193.97	$196.88	$199.83	Per hour
8	Aerial LiDAR Specialist	$132.65	$134.64	$136.66	Per hour
9	Cartographer	$111.89	$113.57	$115.27	Per hour

	Photogrammetry (Equipment)				
		1st Year	2nd Year	3rd Year	
1	Aerial Digital Camera (Frame)	$1,900.00	$1,928.50	$1,957.43	Per hour
2	Aerial Digital Camera (Line Scanning)	$700.00	$710.50	$721.16	Per hour
3	Aerial Small Format POD Camera	$250.00	$253.75	$257.56	Per hour
4	Aerial LiDAR Sensor (Terrain Mapper)	$2,600.00	$2,639.00	$2,678.59	Per hour
5	Aerial LiDAR Sensor (Topographic)	$1,300.00	$1,319.50	$1,339.29	Per hour
6	Small UAS Thermal Sensor	$120.00	$121.80	$123.63	Per hour

	Photogrammetry (Aircrafts)				
		1st Year	2nd Year	3rd Year	
1	Twin Turbine Airplane (pressurized)	$1,800.00	$1,827.00	$1,854.41	Per hour
2	Twin Turbine Airplane (non-pressurized)	$900.00	$913.50	$927.20	Per hour
3	Twin Piston Airplane	$700.00	$710.50	$721.16	Per hour
4	Single Piston Airplane	$300.00	$304.50	$309.07	Per hour
5	Helicopter	$1,800.00	$1,827.00	$1,854.41	Per hour
6	UAS Flying time with Camera Only	$2,000.00	$2,030.00	$2,060.45	Per Day**
7	UAS Flying time with Camera and LiDAR	$4,000.00	$4,060.00	$4,120.90	Per Day**
		**(MAXIMUN FOUR MISSIONS PER DAY)			

	Photogrammetry (Field Personnel)			
		1st Year	2nd Year	3rd Year
1	UAS Certified Remote Pilot in Command (PIC)	$170.00	$172.55	$175.14
2	UAS Aircraft Controller	$115.00	$116.73	$118.48
3	UAS Visual Observer(VO) Rate	$75.00	$76.13	$77.27

	Under Ground Services				
		1st year	2nd Year	3rd Year	
1	Designating Services (USL) 3 men crew	$292.71	$297.10	$301.56	Per hour
2	GPR 3 men crew	$331.74	$336.72	$341.77	Per hour
3	Vac Truck (Test Holes)	$450.00	$456.75	$463.60	Per hole

Note: For USL Crews, GPR crews, and Vack Trucks, a minimum of four (4) hours shall be paid in cases of cancellation due to inclement weather or other reasons , after the crew has reported to the site.

Hydrographic Services (Office Personnel)					
		1st year	2nd Year	3rd Year	
1	Certified Hydrographer	$193.97	$196.88	$198.85	Per hour
2	USGS Boat Captain	$95.00	$96.43	$97.39	Per hour
3	Commercial Diver (Master Diver)	$150.00	$152.25	$153.77	Per hour
4	AAUS Scientific Diver	$117.65	$119.41	$120.61	Per hour

Hydrographic Services (Equipment)					
		1st year	2nd Year	3rd Year	
1	Survey Boat (Fuel to reimbursed as a direct cost/Captain is not included)	$1,800.00	$1,827.00	$1,845.27	Per Day
2	Odom E20 Sounder (or equivalent)	$185.00	$187.78	$189.65	Per Day
3	Heave, Pitch, Roll Compensator (TSS/SBG) (or equivalent)	$160.00	$162.40	$164.02	Per Day
4	Multibeam Reason 7125SV2 (or equivalent)	$600.00	$609.00	$615.09	Per Day
5	Teledyne BlueView Scanning Sonar BV 5000 (or equivalent)	$582.75	$591.49	$597.41	Per Day
6	Applanix POS M\V Ocean Master (or equivalent)	$400.00	$406.00	$410.06	Per Day
7	Valeport Swift CTD (or equivalent)	$120.00	$121.80	$123.02	Per Day
8	Hypack/Hysweep (or equivalent)	$263.00	$266.95	$269.61	Per Day
9	Nortek AWAC ADCP high frequency deep-water wave height, direction and current profiler *ADCP monthly cost may be pro-rated for shorter periods of use	**To be negotiated by Project Manager**			
10	Nortek Aquadopp ADCP low frequency shallow water wave height, direction and current profiler *ADCP monthly cost may be pro-rated for shorter periods of use	**To be negotiated by Project Manager**			
11	Nortek Storm Software for wave and current data processing (or equivalent)	$97.65	$99.11	$100.11	Per Day
12	X-STAR CHIRP 512i/216 Seismic Profiling (or equivalent)	$950.00	$964.25	$973.89	Per Day
13	Sonar Wizard Map Seismic Data Processing Package (or equivalent)	$97.65	$99.11	$100.11	Per Day
14	Edgetech 4200 FS/4125 Side scan Sonar System (or equivalent)	$795.00	$806.93	$814.99	Per Day
15	Sonar Wizard Map side scan Data Processing Package (or equivalent)	$125.00	$126.88	$128.14	Per Day

16	Geometric G-881 Magnetometer (or equivalent)	$175.00	$177.63	$179.40	Per Day
	Hydrographic Services (Equipment)				
18	GPS Integrated Underwater Video Camera	**To be negotiated by Project Manager**			
19	Remote control Boat	**To be negotiated by Project Manager**			

	General Notes
1	**Maintenance of Traffic** will be reimbursed as a direct cost (previous approval in writing from Project Manager is required)
2	**Police Escort** will be reimbursed as a direct cost (previous approval in writing from Project Manager is required)
3	**Rates per linear foot** are not allowed under this contract
4	**Reporting Requirement:** Consultant is required to provide to DTPW all documents such as Proposals, Work Orders, Payments, when doing work for another County Department or Agency failure to do so will result on suspension.

EXHIBIT E

DETAILED SCOPE OF WORK
Negotiated at Work Order level

EXHIBIT F

LIST OF EMPLOYEES, CLASSIFICATIONS, AND SALARY RATES
Negotiated at Work Order level

EXHIBIT G

ISD FORMS

ISD FORM NO. 1 – LOCAL BUSINESS PREFERENCE AFFIDAVIT

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following:

1. Proposer has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to proposal submission.

   Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year licenses may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

   Proposer shall state its Miami-Dade County (or other County if applicable, see note below) physical business address

   6840 NW 77th Court, Miami, FL, 33166 (December 2019 - Present)

   15600 SW 288th Street, Miami, FL 33033 (February 2014 - December 2019)

3. Proposer affirms that the local business address location has served as the place of employment for at least three full-time employees for a continuous period of one year prior to proposal submission or the Proposer is a Small Business Enterprise and the local business address location has served as the place of employment for at least one full-time employee for a continuous period of one year prior to proposal submission.
   Check box, if applicable:

   ☑ a) Proposer is NOT a Small Business Enterprise and affirms that the local business address location has served as the place of employment for at least three full-time employees for a continuous period of one year prior to proposal submission. Write the number of full-time employees at the local business address location :_____.

   ☐ b) Proposer is a Small Business Enterprise and affirms that that the local business address location has served as the place of employment for at least one full-time employee for a continuous period of one year prior to proposal submission. Write the number of full-time employees at the local business address location :_____.

4. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:
   Check box, if applicable:

   ☐ a) Retention and expansion of employment opportunities in Miami-Dade County.

   ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.

   ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Proposer: Marlin Engineering, Inc.

Federal Employer Identification Number: 65-0279601

Address: 6840 NW 77th Court

City/State/Zip: Miami, Florida, 33166

Telephone: 305.477.7575 Fax: N/A

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

Signature of Authorized Representative

Title: Vice President

Date: 06/15/2020

STATE OF Florida

COUNTY OF: Broward

SUBSCRIBED AND SWORN TO (or affirmed) before me on, 06/15/2020 (Date)

by Betsy Jeffers (Affiant). He/She is personally known to me or has presented

(Type of Identification) as identification.

(Signature of Notary)

GG970466 (Serial Number)

Vanessa Jaimes (Print or Stamp Name of Notary)

March 17,2024 (Expiration Date)

Notary Public: FL (State)

Notary Seal

VANESSA JAIMES
Commission # GG 970466
Expires March 17, 2024
Bonded Thru Budget Notary Services

Note: Local preference is only applicable to the Proposer. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations. The Proposer shall complete, sign and submit the Miami-Dade County ISD Form No. 1 - Local Business Preference Affidavit.

CURRENT LOCAL BUSINESS TAX RECEIPT

000036

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

2524529

BUSINESS NAME/LOCATION
MARLIN ENGINEERING INC
6840 NW 77TH CT
MIAMI FL 33166

RECEIPT NO.
RENEWAL
2649235

EXPIRES
SEPTEMBER 30, 2020
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
MARLIN ENGINEERING INC
C/O RAMON SORIA

Employee(s) 1

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM
CA6104

PAYMENT RECEIVED BY TAX COLLECTOR
$82.50 12/30/2019
CREDITCARD–20–022739

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

PREVIOUS LOCAL BUSINESS TAX RECEIPT

009708

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7141492

BUSINESS NAME/LOCATION
MARLIN ENGINEERING INC
15600 SW 288TH ST 208
MIAMI FL 33033

RECEIPT NO.
RENEWAL
7418569

EXPIRES
SEPTEMBER 30, 2020
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
MARLIN ENGINEERING INC
C/O RAMON SORIA

Employee(s) 2

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM
LB7241

PAYMENT RECEIVED BY TAX COLLECTOR
$75.00 08/15/2019
FPPU06–19–020162

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

002004

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

2524537

BUSINESS NAME/LOCATION
SORIA RAMON PE
15600 SW 288TH ST 208
MIAMI FL 33033

RECEIPT NO.
RENEWAL
2649243

EXPIRES
SEPTEMBER 30, 2020
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
SORIA RAMON PE
C/O MARLIN ENGINEERING INC

SEC. TYPE OF BUSINESS
212 PROFESSIONAL
PE41218

PAYMENT RECEIVED BY TAX COLLECTOR
$100.00 08/15/2019
FPPU06–19–020162

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

EXHIBIT H

AFFIRMATION OF VENDOR AFFIDAVIT

1.1. DEFINITIONS FOR VENDOR REGISTRATION

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.
Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.
Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.
County – shall refer to Miami-Dade County, Florida
DPM – shall refer to Miami-Dade County's Department of Procurement Management.
Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.
Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.
The Vendor Registration Package – *shall refer to the Business Entity Registration Application.*

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Sec. 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (*County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code)*
3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)
6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (*Section 2-8.1 of the County Code)*
7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (*Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)*
8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)
9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)
11. ***Subcontracting Practices***
    (Ordinance 97-35)
12. ***Subcontractor /Supplier Listing***
    (Ordinance 97-104)
13. ***Environmentally Acceptable Packaging***
    Resolution (R-738-92)
14. ***W-9 and 8109 Forms***
    The vendor must furnish these forms as required by the Internal Revenue Service.
15. ***Social Security Number***
    In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/vendor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. ***Office of the Inspector General***
    Pursuant to Section 2-1076 of the County Code.
17. ***Small Business Enterprises***
    The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. ***Antitrust Laws***
    By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Miami-Dade County

Department of Procurement Management

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 (for goods and services) and July 1, 2008 (for design and construction), 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. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11, Resolution No. R-183-00 amending Resolution No. R – 1499-91 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*

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

5/09/2008

EXHIBIT I
TABLE OF ORGANIZATION

ORGANIZATIONAL CHART

On the following pages, we have provided the Miami-Dade Technical Certifications that each team member will be covering.

For more information about our program's personnel, including relevant project experience, visit the Resume section in Tab C of this proposal.

MIAMI-DADE COUNTY

PROGRAM MANAGER: BETSY JEFFERS, PE* *(M)*

PRINCIPAL IN CHARGE: JOSE QUINTANA, PE* *(M)*

TEAM LEGEND		SBE
PRIME		
(M)	MARLIN Engineering, Inc.	
SUBCONSULTANTS		
(AE)	AES Engineering, Inc.	
(AS)	ASA Consultants, Inc.	•
(B)	Bello & Bello Land Surveying Corpora[illegible]	•
(FI)	Florida ITS Engineers, LLC	
(FR)	F. R. Aleman & Associates, Inc.	
(G)	GOAL Associates, Inc.	•
(H)	HDR Engineering, Inc.	
(I)	In[illegible]	•
(K)	[illegible]elson & Associates, Inc.	
(L)	Longitude Surveyors, LLC	•
(ML)	Miller Legg & Associates, Inc.	
(MR)	[illegible], Inc.	•
(N)	Nova Engineering & Environmental, LLC	
(P)	Premiere Ligh[illegible]ha[illegible]	•
(S)	Smart-Sciences, Inc.	
(SN)	Snubb[illegible]Inc.	•
(SS)	SSN Engineering, LLC	•
(ST)	STV Incorporated	
(T)	Terracon Consultants, Inc.	

QA/QC OFFICER: RONALD SANCHEZ, PE* *(H)*

TEAM 1

PROJECT MANAGER: AYCEL FREDA, PE* *(M)*

HIGHWAY DESIGN	TRAFFIC ENGINEERING
Rafael Lagos, PE* *(M)* Roxana Matamoros, PE *(M)* Rafael Lagos, PE *(M)* Yanin Anton, EI *(M)* Maria Pupo *(M)*	**Myra Patino, PE*** *(M)* Walter Keller, PE, AICP *(M)* Mohammed Khan, PE *(M)* Dharmin Kukadia *(M)* Ashok Sampath *(M)* Manvitha Rajalingola *(M)*
STRUCTURAL DESIGN	**PLANNING**
Soheila Sadoughi, PE* *(AS)* Raul Amaya, PE *(AS)* Gordon Houston, PE *(AS)* Sima Sadoughi *(AS)*	**Jeff Weidner*** *(M)* Lisa Maack, AICP *(M)* Yang Yang *(M)* Harold Pantaleon *(M)* Berardo Gomez *(M)*
LIGHTING & SIGNALIZATION	**SIGNING & PAVEMENT MARKING**
Godfrey Lamptey, PE, PTOE* *(G)* Sara Hernandez Arias *(G)*	**Felix Cebrecos, MSCE*** *(AS)* Houman Assari, PE *(AS)*
UTILITY COORDINATION	**STORMWATER DRAINAGE**
Armando Aguiar, PE (AE) Caridad Rizo (AE)	MD Rahman, PE (SS) Rubbel Siddique, PE (SS)

QA/QC OFFICER: GODFREY LAMPTEY, PE, PTOE* *(G)*

TEAM 2

PROJECT MANAGER: EMILIO CORRALES, PE* *(H)*

HIGHWAY DESIGN	TRAFFIC ENGINEERING
Hugo Gutierrez, PE* *(H)* Javier Manso, PE *(H)* Rohan Hameed, PhD, PE *(H)*	**Richard Atta-Armah, PE*** *(H)* Osvaldo Diaz, PE *(H)* Hari Salkapuram, PE *(H)*
STRUCTURAL DESIGN	**PLANNING**
John Danielsen, PE* *(H)* Ronald Sanchez, PE *(H)*	**Jessica Smith, AICP*** *(H)* Godfrey Lamptey, PE, PTOE *(G)* Agustine Agyemang, EI *(G)*
LIGHTING & SIGNALIZATION	**SIGNING & PAVEMENT MARKING**
Christopher Tillit, PE* *(P)* Gregorio Gonzalez *(P)* Andre Arneal *(P)* Michael Umpierrez *(P)*	**Marilyn Markwei, PE*** *(G)* Daniel Torres, EI *(G)*
UTILITY COORDINATION	**STORMWATER DRAINAGE**
Yolanda Duarte (G) Marilyn Markwei, PE (G)	Joaquin Mojica, PE *(ML)* Enrique Gomez, PE *(ML)*

QA/QC OFFICER: RAUL SALAZAR, PE* *(SN)*

TEAM 3

PROJECT MANAGER: GEOFFREY LAMPTEY, PE, PTOE* *(G)*

HIGHWAY DESIGN	TRAFFIC ENGINEERING
Jesus Jiminez, PE* *(G)* Jhon Hurtado, EI *(G)* Carlos Rodriguez, PE*(AS)* Joseph Rojas, PE*(AS)* Sima Sadoughi *(AS)*	**John Freeman, PE, PTOE*** *(K)* Benezir Portal, PE, PTOE *(K)* Jaime Arbelaez, PE, GISP *(FR)* Aishwarya Raghavan, EI *(FR)*
STRUCTURAL DESIGN	**PLANNING**
Julie Vers, PE* *(M)* Barbara King-Russell, PE *(M)* Erick Cuervo, PE *(M)*	**Christina Fermin, AICP*** *(M)* Moshuir Rahman, PhD *(M)*
LIGHTING & SIGNALIZATION	**SIGNING & PAVEMENT MARKING**
Michel Rodriguez, PE* *(AE)* Carlos Martinez *(AE)*	**Michel Rodriguez, PE*** *(AE)* Adalis Barrios *(AE)* Caridad Rosario *(AE)*
UTILITY COORDINATION	**STORMWATER DRAINAGE**
Javier Manso, PE (H) Hugo Gutierrez, PE (H)	Tommy Ruiz, PE (SN) Ernesto Medina, PE (SN) Annie Barahona, EI (SN) Shaquon Samuel, EI (SN)

QA/QC OFFICER: JOSE SANTIAGO* *(M)*

TEAM 4

PROJECT MANAGER: ERIK SALGADO, PE* *(SN)*

HIGHWAY DESIGN	TRAFFIC ENGINEERING
Fernando Gomez, PE* *(SN)* Raul Salazar, PE *(SN)* Keidy Guzman, EI *(SN)* Michael Heron, PE *(ST)* Rich VanSickle, PE *(ST)*	**Eric Lindstrom, PE*** *(K)* Ryan Cunningham, PE *(K)*
STRUCTURAL DESIGN	**PLANNING**
Nicolas Altebrando, PE* *(ST)* Terry Hall Jr., PE *(ST)* Mariley Perara Santos, PE *(ST)*	**Fabian De La Espriella, AICP*** *(K)* Jane Lim-Yap, AICP *(K)* Jessica Josselyn *(K)* Mary Raulerson *(K)*
LIGHTING & SIGNALIZATION	**SIGNING & PAVEMENT MARKING**
Roxana Matamoros, PE* *(M)* Elias Diaz *(M)* Ricardo Angulo *(M)*	**Roxana Matamoros, PE*** *(M)* Maria Pupo *(M)* Ricardo Angulo *(M)*
UTILITY COORDINATION	**STORMWATER DRAINAGE**
Rafael Lagos, PE (M) Ricardo Angulo (M)	Glen Harrelson, PE *(ML)* Christopher Andreioni, PE *(ML)* David O'Farrill *(T)* Shayan Bolooki *(T)*

SUPPORT SERVICES

ATMS/ITS/TSM&O	MECHANICAL ENGINEERING	ELECTRICAL ENGINEERING	LANDSCAPE ARCHITECTURE	UNDERWATER INSPECTION	UNDERGROUND UTILITY
Bo Gao, PE, PTOE, IMSA II* *(FI)* Carlton Copeland, IMSA III *(FI)* Amazia Kiboko, PE *(FR)* Luis Capurro *(FR)* Huijing Qiang, PE *(H)* Jose Santiago, PE *(M)*	**Michael Camoscio, PE*** *(ST)* Lawrence Nash, PE *(ST)* Michael Umpierrez *(P)*	**Jose Gonzalez, PE*** *(H)* Christopher Tillit, PE *(P)* Jorge Leon, PE *(ST)*	**Brian Shore, RLA*** *(ML)* Miguel Juncal, RLA *(ML)* Nelson Perez *(ML)* William Mohler III, CA, CLI *(ML)* Kevin Might, RLA *(H)*	**Alexis Rego, CBI*** *(M)* Armando Guzman, CBI *(M)* Omar Porres, CBI *(M)* Reinaldo Padrino, CBI *(M)* Joshua Keyser, CBI *(M)*	**Dennis Stanton*** *(FR)* Pete Diaz, PSM *(FR)* Eduardo Suarez, PSM *(L)* John Adler III, PSM *(L)*
LAND SURVEYING	**GEOTECHNICAL**	**ENVIRONMENTAL**	**PLANS REVIEW**	**CONSTRUCTION ADMINISTRATION**	**PUBLIC INVOLVEMENT**
Kevin Beck, PSM* *(M)* Omar Carcamo *(M)* Odalys Bello, PSM *(B)* Jose Zafrilla *(B)* Kenia Bello, CST *(B)* David Toyos, CST *(B)* Darryl Hauser, PSM *(L)* Eduardo Suarez, PSM *(L)* Francisco Nunez, PSM *(L)* John Adler III, PSM *(L)*	**Hugo Soto, PE*** *(T)* Rutugandha Nulkar, PE *(T)* Rodolfo Gonzembach, PE *(T)* Leandro Bastos Pacheo, SCWI *(T)* Carlos Olivero Lopez *(T)* Raylin Jurado *(T)* Andre Muir *(T)* Annibal Duharte, QCM *(T)* Miguel Truzman, PE *(N)* Jason Hill *(N)* David Miller, PE *(N)* Kenneth Houseman, PE *(N)* Javier Jimenez, PE *(N)*	**Gisele Colbert, MS, LEP*** *(S)* Andrea Orozco, MS *(S)* Barbara Garrow *(S)* Stephen Crotty, PG *(S)* Mieke de Vringer, MS *(S)* Jeffrey Marcus, PhD *(ML)* Lucas Barroso-Giachetti, PE, CHMM *(T)* Steven Harrison, PG *(T)* Terrance Horan, PE *(T)* Brenda Clark, PE *(H)*	**Roxana Matamoros, PE*** *(M)* Rafael Lagos, PE *(M)* Marilyn Markwei, PE *(G)* Javier Manso, PE *(H)* Ronald Sanchez, PE *(H)* Christopher Tillit, PE *(P)*	**Anthony Sabbag, CGC*** *(H)* Ricardo Angulo *(M)* Peter Pellerito, PE *(ML)* Anthony Hudson *(ML)*	**Monica Diaz*** *(I)* Maria Alzate *(I)* Michelle Pruitt *(I)* Victoria Buxton-Tetteh *(G)* Margarita Delgado *(MR)*

EXHIBIT J

QUALITY ASSURANCE PLAN FORM

Negotiated at Work Order level

Vendor Profile: Contracts

Help & Tools

General | Public Profile | Users | Commodity Codes | Contacts & Owners | Comments | Certifications | **Contracts** | Concessions | Site Visits | Workforce Comp/EEO | EDP Registrations | Reports

Kimley-Horn and Associates, Inc. System Vendor Number: **20031882**

Listed below are the contracts to which this vendor is assigned.

Contracts as Prime Contractor

Actions	Contract Number & Title	Prime Contact	Status	Dates	Award Amount	Paid Amount
View	E15-MDT-03_0003: CONTINUOUS PROFESSIONAL SERVICES FOR FEDERALLY FUNDED PROJECTS	Amy McGreger (change)		2/7/2017 to 2/6/2022	$1,650,000	$386,734
View	MPO-17-18_0003: FY 2019 & 2020 UNIFIED PLANNING WRK PRGM	Amy McGreger (change)		7/1/2018 to 6/30/2020	$0	$324,100
View	EDP-PR-9999990G: New playgrounds at Sidney Wynn,Jefferson Reeves, North Glade and A D Barnes Park	Amy McGreger (change)		3/25/2020 to 3/25/2025	$170,000	$0
View	E15-WASD-01_0006: NF-ENGINEERING DESIGN AND RELATED SERVICES FOR THE DESIGN OF LARGE DIAMETER WATER AND WASTEWATER PIPELINES FOR THE WATER AND SEWER DEPARTMENT'S WASTEWATER AND WATER COLLECTION, TRANSMISSION AND DISTRIBUTION SYSTEM	Heather Stone (change)		11/7/2016 to 11/30/2022	$5,500,000	$448,960
View	E15-PWWM-13_0003: NF-FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM ENGINEERING AND DESIGN RELATED PROFESSIONAL CONTINUING SERVICE CONTRACTS FOR DTPW SAFE ROUTES TO SCHOOL PROJECTS	Amy McGreger (change)		6/6/2017 to 6/5/2022	$300,000	$0
View	EDP-PW-SR-20040348: NF-SW 216 STREET ROADWAY IMPROVEMENTS	Amy McGreger (change)		11/1/2013 to 12/31/2019	$100,000	$3,547
View	EDP-MT-SR-OSP161: NF-TRANSIT SERVICE EVALUATION STUDY PH II	Amy McGreger (change)		12/16/2013 to 12/31/2019	$200,000	$0
View	EDP-PR-SR-999999-15-001: NF-UNDERLINE PH I ENGINEERING DESIGN SERVICES	Amy McGreger (change)		11/17/2016 to 12/31/2019	$214,500	$0
View	EDP-SP-S2017-035.04: NORTH CRUISE BOULEVARD TRAFFIC AND ROADWAY STUDY	Amy McGreger (change)		3/19/2018 to 3/19/2023	$200,000	$0
View	20160031-KIMLEY HORN: PSA-ENG DES.SAFE ROUTES TO SCHOOLS	Amy McGreger (change)		6/21/2017 to 6/21/2022	$300,000	$70,642
View	CIP196-DTPW18-DE: PSA-KIMLEY-HORN AND ASSOCIATES, INC	Amy McGreger (change)		6/8/2020 to 6/7/2025	$1,999,801	$0
View	20180025: ROAD IMP TO SW 157 AVE-SW 42 ST-SW 26 ST	Amy McGreger (change)		3/28/2019 to 3/28/2022	$519,970	$195,825
View	E18-SEA-05: TRAFFIC IMPACT STUDY AND MASTER RD WAY P	Amy McGreger (change)		3/18/2020 to 3/31/2022	$3,300,000	$0
View	EDP-SP-19-021: Traffic Study- Parking Garage K	Amy McGreger (change)		2/20/2019 to 2/20/2024	$49,860	$0
				Number of contracts as prime: **14**	**$14,504,132**	**$1,429,808**

Contracts as Subcontractor

Actions	Contract Number & Title	Sub Contact	Status	Prime	Current Subcontract	Paid Amount
View	A13-SEA-02: ARCHITECTURAL AND ENGINEERING SERVICES FOR PORTMIAMI CRUISE TERMINALS (SIC 871)	Amy McGreger (change)		BEA Architects Inc.	$0 0.00%	$0
View	A05-PARK-07 GOB: NF-AQUATIC FACILITIES DEVELOPMENT AND RENOVATION (SIC 871)	Amy McGreger (change)		JOHN FORBES, INC.	$0 0.00%	$0

View	E14-RER-03_0004: NF-ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES	Amy McGreger (change)		Cherokee Enterprises, Inc.	$0 0.00%	$0
View	E15-WASD-17: NF-HYDROGEOLOGIC AND ENGINEERING SERVICES FOR DISPOSAL, WATER SUPPLY, MONITORING WELLS AND AQUIFER STORAGE AND RECOVERY WELLS	Amy McGreger (change)		Stantec Consulting Services Inc.	$0 0.00%	$0
View	EDP-PH-S-S-51016032: NF-JMH HYBRID OR	Amy McGreger (change)		Gresham Smith	$0 0.00%	$0
View	EDP-PH-S-S-2015-UCC-: NF-PHT URGENT CARE CENTERS 2	Amy McGreger (change)		Gresham Smith	$0 0.00%	$0
View	A15-PROS-05 GOB: NF-PROS FULL SERVICES PSA - REGION C	Amy McGreger (change)		M.C. HARRY & ASSOCIATES INC	$0 0.00%	$44,211
View	A13-SEA-01 (2011-006): PORTMIAMI PORTWIDE WAYFINDING (SIC 871)	Amy McGreger (change)		Rodriguez & Quiroga Architects Chartered	$0 0.00%	$0
View	A14-CUA-01: PROFESSIONAL SERVICES AGREEMENT FOR A/E SERVICES	Amy McGreger (change)		Arquitectonica International Corporation	$0 0.00%	$33,945
View	E09-DERM-01_0001: PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES (SIC 871)	Amy McGreger (change)		AECOM Technical Services	$0 0.00%	$0
				Number of contracts as subcontractor: **10**	**$0**	**$78,156**

Copyright © 2020 B2Gnow. All rights reserved.

Vendor Profile: Contracts

Help & Tools

General | Public Profile | Users | Commodity Codes | Contacts & Owners | Comments | Certifications | **Contracts** | Concessions | Site Visits | Workforce Comp/EEO | EDP Registrations | Reports

Marlin Engineering, Inc. System Vendor Number: **20234533**

Listed below are the contracts to which this vendor is assigned.

Contracts as Prime Contractor

Actions	Contract Number & Title	Prime Contact	Status	Dates	Award Amount	Paid Amount
View	EDP-MT-20200119: 20200119-Intersection Improvements along Old Cutler Road at SW 152 Street and at SW 184 Street	Ramon Soria (change)		3/17/2020 to 3/17/2025	$205,545	$0
View	EDP-MT-2000534: Countywide Underwater Bridge Inspections	Ramon Soria (change)		4/2/2019 to 4/2/2024	$46,755	$46,638
View	MPO-17-18_0010: FY 2019 & 2020 UNIFIED PLANNING WRK PRGM	Ramon Soria (change)		7/1/2018 to 6/30/2020	$0	$29,361
View	EDP-PR-SR-40210215001: NF-BLUE LAKES PARKS SANITARY SEWER CONNECTION	Ramon Soria (change)		3/10/2015 to 12/31/2019	$75,000	$0
View	E15-PWWM-13_0002: NF-FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM ENGINEERING AND DESIGN RELATED PROFESSIONAL CONTINUING SERVICE CONTRACTS FOR DTPW SAFE ROUTES TO SCHOOL PROJECTS	Ramon Soria (change)		6/6/2017 to 6/5/2022	$300,000	$0
View	EDP-MT-PW-20160335: NF-INTERSECTION & TRAFFIC SIGNALIZATION IMPROVEMENTS	Ramon Soria (change)		5/11/2017 to 12/31/2019	$125,000	$0
View	E15-PWWM-07_0027: NF-MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES	Ramon Soria (change)		12/6/2016 to 12/5/2019	$0	$0
View	EDP-SP-2010-037.02: NF-NORTH BULKHEAD REPAIRS PH 2 SPECIAL INSPECTIONS	Ramon Soria (change)		5/17/2017 to 12/31/2019	$52,412	$0
View	E05-PARK-01, GOB: NF-PARK TRAIL IMPROVEMENTS (SIC 871)	Ramon Soria (change)		10/2/2007 to 12/31/2019	$1,444,751	$512,299
View	EDP-AV-SVL-2017: NF-UNDERGROUND UTILITIES LOCATES AND LAND SURVEYING	Ramon Soria (change)		1/30/2017 to 12/31/2019	$100,000	$198,600
View	20160031-MARLIN ENG: PSA-ENG DES.SAFE ROUTES TO SCHOOLS	Ramon Soria (change)		6/21/2017 to 6/21/2022	$300,000	$65,378
View	EDP-MT-20200016: TED SAFETY PROJECTS D5 12 13	Ramon Soria (change)		1/30/2020 to 1/30/2025	$200,000	$0
				Number of contracts as prime: **12**	**$2,849,463**	**$852,277**

Contracts as Subcontractor

Actions	Contract Number & Title	Sub Contact	Status	Prime	Current Subcontract	Paid Amount
View	EDP-MT-CIP209: Caribbean Blvd Over C1-N Canal Bridge Replacement and Drainage Improvements	Ramon Soria (change)		Jacobs Engineering Group Inc	$0 0.00%	$0
View	E15-MDT-03_0002: CONTINUOUS PROFESSIONAL SERVICES FOR FEDERALLY FUNDED PROJECTS	Ramon Soria (change)		HNTB Corporation	$0 0.00%	$0
View	E15-PWWM-02: NF-CONSTRUCTION ENGINEERING AND INSPECTION SERVICES & FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM COMPLIANCE SERVICES FOR TAMIAMI CANAL BRIDGE REPLACEMENT	Ramon Soria (change)		PINNACLE CONSULTING ENTERPRISES, INC.	$0 0.00%	$0
View	E15-SEA-01 / 2016-008: PLANNING SERVICES	Ramon Soria (change)		Bermello, Ajamil & Partners Architects and Engineers, Inc.	$0 0.00%	$0
				Number of contracts as subcontractor: **4**	**$0**	**$0**

Copyright © 2020 B2Gnow. All rights reserved.

From: Hines, Patrick (ISD)
Sent: Tuesday, October 27, 2020 3:41 PM
To: Mesa Valdes, Barbara (DTPW)
Cc: Vital, Jorge (ISD)
Subject: RE: 5-year A&E Firm History Report for ISD Project number E19-DTPW-12
Attachments: 5 year A & E work history for Kimley-Horn and Associates, Inc (10.27.20).pdf; 5 year A & E work history for BCC Engineering, Inc (10.27.20).pdf; 5 year A & E work history for Marlin Engineering, Inc (10.27.20).pdf; BMWS work history for Kimley-Horn and Associates, Inc (10.27.20).pdf; BMWS work history for Marlin Engineering, Inc (10.27.20).pdf

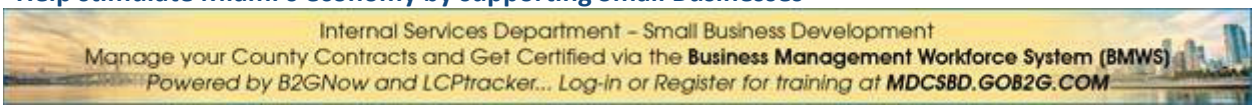
Good Afternoon Barbara,

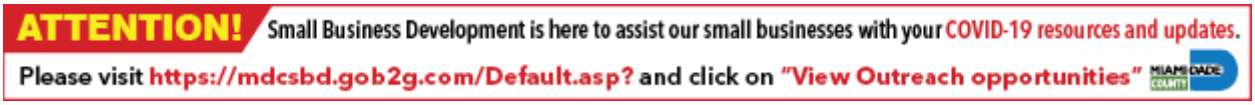
Please find attached the 5 year work history you requested. However as a reminder for future request's if this information is needed for contract awards a three year work history is required per Resolution R-421-16. Due to the new format of the BMWS report I have calculated key information for you that will help summarize the stats. For the 5 year time frame the firm Marlin Engineering, Inc was awarded 10 contracts as a prime for a combined award amount total of $1,314,712.4. Additionally, for the 5 year time frame the firm Kimley-Horn was awarded 14 contracts as a prime for a combined award amount total of $18,024,101.45. Lastly, for the firm BCC Engineering the report provided shows the stats you need for the time period. If you have any questions or concerns regarding this matter please email me.

Best regards,

Patrick Hines Jr, MPA
Miami-Dade County
Small Business Development
111 NW 1st Street, 19th Floor
Miami, FL 33128
'Office: (305) 375-3120|6Fax: (305) 375-3160

"Help stimulate Miami's economy by supporting Small Businesses"





From: Mesa Valdes, Barbara (DTPW)
Sent: Tuesday, October 27, 2020 2:17 PM

To: Hines, Patrick (ISD) <Patrick.Hines@miamidade.gov>
Cc: Vital, Jorge (ISD) <Jorge.Vital@miamidade.gov>
Subject: RE: 5-year A&E Firm History Report for ISD Project number E19-DTPW-12

Patrick,

Please see below:
Marlin Engineering - 650279601
BCC Engineering - 650540100
Kimley-Horn and Associates - 560885615

Best Regards,

Barbara S. Mesa Valdes
Plans Review and Design Section
Highway Division
Department of Transportation and Public Works (DTPW)
111 NW 1st Street, Miami, FL 33128
(305) 375-3409

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our servers and kept as a public record.

From: Hines, Patrick (ISD) <Patrick.Hines@miamidade.gov>
Sent: Tuesday, October 27, 2020 2:13 PM
To: Mesa Valdes, Barbara (DTPW) <Barbara.MesaValdes@miamidade.gov>
Cc: Vital, Jorge (ISD) <Jorge.Vital@miamidade.gov>
Subject: RE: 5-year A&E Firm History Report for ISD Project number E19-DTPW-12

Good Afternoon Barbara,

Can you please provide the FEIN #'s for the firms?

From: Mesa Valdes, Barbara (DTPW)
Sent: Tuesday, October 27, 2020 11:40 AM
To: Hines, Patrick (ISD) <Patrick.Hines@miamidade.gov>
Cc: Vital, Jorge (ISD) <Jorge.Vital@miamidade.gov>
Subject: 5-year A&E Firm History Report for ISD Project number E19-DTPW-12
Importance: High

Good morning Mr. Hines,

I hope you are doing well.

Please accept this email as a request for the 5-year A&E Firm History Report for the following companies:

- Marlin Engineering
- BCC Engineering
- Kimley-Horn and Associates

Project Description:
The Department of Transportation and Public Works (DTPW) requires professional services from general consulting design firms for a wide range of planning, design, and management services as needed to assist in executing and expediting projects in the DTPW Capital Improvement Plan funded through Road Impact Fee (RIF). The qualified professional firm will be responsible for all specific phases of a project through implementation to achieve quality construction documents, cost and schedule goals.
DTPW intends to retain three (3) consultants under separate, but identical non-exclusive Professional Service Agreements (PSA). Each PSA will be for five (5) years with a maximum compensation set at $5,000,000.00 each. No minimum amount of work or compensation will be guaranteed to the selected consultant(s).
The Consultant(s) will primarily support the Highway Division of DTPW with the following activities: Planning, Design & Engineering, Public Involvement, Right-of-Way & Utilities Coordination, Construction, Project Control, and Estimating Services, Plans Review and Quality Assurance.

DTPW may request Consultant(s) services on an as-needed basis through the issuance of Work Orders for the required work to be performed and the estimated fees to be paid for the services authorized pursuant to the Scope of Services. Services to be provided by the Consultant(s) will be initiated and completed as directed by DTPW's Project Manager for each assignment authorized under this agreement. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of the agreement. No minimum amount of work or compensation will be guaranteed to the selected Consultant(s). Further, the Consultant(s) is providing these services on a nonexclusive basis. DTPW, at its sole discretion, may elect to have any of the services set forth herein performed by other Consultant(s) or DTPW staff.
The Consultant firm(s) selected to perform services under Contract No: 20190290, 20190291, and 20190309 will not be eligible for award of the construction phase of the services under this contract. This contract may be awarded to multiple Consultants.

If you need any additional information, please contact me.

Best Regards,

Barbara S. Mesa Valdes
Plans Review and Design Section
Highway Division
Department of Transportation and Public Works (DTPW)
111 NW 1st Street, Miami, FL 33128
(305) 375-3409

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our servers and kept as a public record.

DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 10/01/2015 **To:** 10/27/2020

FIRM NAME: **BCC ENGINEERING, INC.**
7300 N Kendall Dr, Suite 400
Miami, FL 33156-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-PW-SR-20160108 SW 137 AVENUE FROM HEFT TO US-1	1	PW	NO MEASURE	04/22/2016	$62,000.00
					$62,000.00
EDP-MT-SR-20060240 SW 268TH STREET ROADWAY IMPROVEMENTS – PH 1	1	MT	NO MEASURE	08/04/2017	$250,000.00
					$250,000.00

Total Award Amount	**$312,000.00**
Total Change Orders Approved by BCC	**$0.00**

283

DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 10/01/2015 **To:** 10/27/2020

FIRM NAME: KIMLEY-HORN AND ASSOCIATES, INC.
1221 Brickell Ave, 400
Miami, FL 33131-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-PR-SR-999999-15-001 UNDERLINE PH I ENGINEERING DESIGN SERVICES	1	PR	NO MEASURE	11/17/2016	$214,500.00
					$214,500.00
E15-WASD-01 ENGINEERING DESIGN AND RELATED SERVICES FOR THE DESIGN OF LARGE DIAMETER WATER AND WASTEWATER PIPELINES FOR THE WATER AND SEWER DEPARTMENT'S WASTEWATER AND WATER COLLECTION, TRANSMISSION AND DISTRIBUTION SYSTEM	6	WS	NO MEASURE GOAL CBE 20%	12/01/2016	$5,500,000.00
					$5,500,000.00
E15-MDT-03 CONTINUOUS PROFESSIONAL SERVICES FOR FEDERALLY FUNDED PROJECTS	3	MT	NO MEASURE	02/07/2017	$1,650,000.00
					$1,650,000.00
E15-PWWM-13 FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM ENGINEERING AND DESIGN RELATED PROFESSIONAL CONTINUING SERVICE CONTRACTS FOR DTPW SAFE ROUTES TO SCHOOL PROJECTS	3	PW	GOAL DBE 9.91%	06/06/2017	$300,000.00
					$300,000.00
EDP-SP-S2017-035.04 NORTH CRUISE BOULEVARD TRAFFIC AND ROADWAY STUDY	1	SP	NO MEASURE	03/19/2018	$200,000.00
					$200,000.00

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DEPARTMENT OF BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 10/01/2015 **To:** 10/27/2020

FIRM NAME: KIMLEY-HORN AND ASSOCIATES, INC.
1221 Brickell Ave, 400
Miami, FL 33131-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E18-TPO-01	2	MP	NO MEASURE	12/31/2018	$3,300,000.00
GENERAL PLANNING CONSULTANT (GPC) SUPPORT - PHASE VII					
					$3,300,000.00
E18-DTPW-06	1	MT	GOAL CBE 3%	02/05/2019	$519,970.45
ROADWAY IMPROVEMENTS TO SW 157 AVENUE FROM SW 42 STREET TO SW 26 STREET			GOAL CBE 1% GOAL CBE 5% GOAL CBE 6% GOAL CBE 5%		
					$519,970.45
EDP-SP-19-021	1	SP		02/20/2019	$49,860.00
TRAFFIC STUDY- PARKING GARAGE K					
					$49,860.00
E18-SEA-05	1	SP	GOAL CBE 18%	02/19/2020	$3,300,000.00
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PORTMIAMI TRANSPORTATION MASTER PLAN					
					$3,300,000.00

285

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report

From: 10/01/2015 **To:** 10/27/2020

FIRM NAME: KIMLEY-HORN AND ASSOCIATES, INC.
1221 Brickell Ave, 400
Miami, FL 33131-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
			Total Award Amount		**$15,034,330.45**
			Total Change Orders Approved by BCC		**$0.00**

286

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 10/01/2015 **To:** 10/27/2020

FIRM NAME: MARLIN ENGINEERING, INC.
15600 SW 288 St, Suite 208
Homestead, FL 33033-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
E15-PWWM-07	27	PW	NO MEASURE	12/06/2016	$0.00
MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES					
					$0.00
EDP-AV-SVL-2017	1	AV	NO MEASURE	01/30/2017	$100,000.00
UNDERGROUND UTILITIES LOCATES AND LAND SURVEYING					
Change Order # 1 AUG-28-17			0 days		$100,000.00
					$200,000.00
EDP-MT-PW-20160335	1	MT	NO MEASURE	05/11/2017	$125,000.00
INTERSECTION & TRAFFIC SIGNALIZATION IMPROVEMENTS					
					$125,000.00
EDP-SP-2010-037.02	1	SP	NO MEASURE	05/17/2017	$37,412.40
NORTH BULKHEAD REPAIRS PH 2 SPECIAL INSPECTIONS					
Change Order # 1 MAY-04-17			0 days		$15,000.00
					$52,412.40
E15-PWWM-13	2	PW	GOAL DBE 9.91%	06/06/2017	$300,000.00
FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM ENGINEERING AND DESIGN RELATED PROFESSIONAL CONTINUING SERVICE CONTRACTS FOR DTPW SAFE ROUTES TO SCHOOL PROJECTS					
					$300,000.00

287

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

DEPARTMENT OF
BUSINESS DEVELOPMENT

MIAMI DADE COUNTY
Small Business Development
A&E Firm History Report
From: 10/01/2015 **To:** 10/27/2020

FIRM NAME: **MARLIN ENGINEERING, INC.**
15600 SW 288 St, Suite 208
Homestead, FL 33033-0000

PRIMES

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT
EDP-MT-2000534	1	MT		04/02/2019	$46,755.00
COUNTYWIDE UNDERWATER BRIDGE INSPECTIONS					
					$46,755.00
EDP-MT-20200016	1	MT		01/30/2020	$200,000.00
TED SAFETY PROJECTS D5 12 13					
					$200,000.00

Total Award Amount	**$809,167.40**	
Total Change Orders Approved by BCC	**$115,000.00**	**$115,000.00**

288

* Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information