

Memorandum



Date: April 20, 2021

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

Agenda Item No. 8(N)(38)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-338-21

Subject: Contract Award Recommendation for Miscellaneous Professional Services Agreements with 28 Consulting Firms to Provide General Land and Engineering Surveying Services - Project No: E19-DTPW-04; Contract No: 20190152 and Authorizing the Use of Various Funding Sources Including Charter County Transportation Surtax for those Projects Identified in Exhibit 1 of the People’s Transportation Plan and Building Better Communities General Obligation Bond Funds

Recommendation

This Contract Award Recommendation is for Miscellaneous Professional Services Agreements (PSA) for General Land and Engineering Surveying Services - Project No: E19-DTPW-04; Contract No: 20190152 between Miami-Dade County (County) and the 28 consulting firms listed in Exhibit “A” has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval by the Board of County Commissioners (Board).

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

Delegated Authority

The County Mayor or County Mayor’s designee is authorized to select firms to work on specific projects, issue work orders, negotiate amounts payable for the scope covered by the work orders and terminate work orders or the overall agreement.

Scope

PROJECT NAME: Miscellaneous Professional Services Agreements to provide General Land and Engineering Surveying Services

PROJECT NO: E19-DTPW-04

CONTRACT NO: 20190152

PROJECT DESCRIPTION: The County has the need to establish Professional Services Agreements to provide General Land and Engineering Surveying

Services, on an as needed basis for all Miami-Dade County departments which include: DTPW, Aviation, Water and Sewer, Internal Services, Regulatory and Economic Resources, Public Housing and Community Development, Parks, Recreation and Open Spaces and Seaport. The Departments will utilize these PSAs during its three (3) year effective term. The work is assigned on a rotational basis for the technical certification’s categories available within this PSA. The number of firms was determined by the number of qualified firms who submitted a proposal for this project.

PROJECT LOCATION: Countywide

PRIMARY COMMISSION
DISTRICT: Various Districts

APPROVAL PATH: Mayor's Authority

ISD A&E PROJECT
NUMBER: E19-DTPW-04

USING DEPARTMENT: Multiple

Fiscal Impact/Funding Source

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

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

PTP FUNDING: Yes

GOB FUNDING: Yes

ARRA FUNDING: No

PROJECT TECHNICAL
CERTIFICATION

REQUIREMENTS: Firms need to be certified in one (1) or more of the Technical certification outlined below.

<u>TYPE</u>	<u>DESCRIPTION</u>
Prime	SURVEYING AND MAPPING - LAND SURVEYING
Prime	SURVEYING AND MAPPING - AERIAL PHOTOGRAMMETRY
Prime	UNDERGROUND UTILITY LOCATION
Prime	HYDROGRAPHIC SURVEYS

SUSTAINABLE
BUILDINGS ORDINANCE

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

SEA LEVEL RISE
ORD. NO. 14-79: The services provided under this contract do not qualify for compliance with the Sea Level Rise Ordinance.

ESTIMATED ORIGINAL
CONTRACT PERIOD: 1095 days

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

ESTIMATED
CONTINGENCY PERIOD: 0 Days.

IG FEE INCLUDED IN
BASE CONTRACT: Yes

ART IN PUBLIC PLACES: No

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

CONTINGENCY
ALLOWANCE

(SECTION 2-8.1

MIAMI DADE

COUNTY CODE):

Type

N/A

Percent

0%

Amount

\$0.00

Comment

N/A

TOTAL DEDICATED

ALLOWANCE:

\$0.00

Track Record/Monitor

EXPLANATION: The Request to Advertise was approved and filed with the Clerk of the Board on April 6, 2020, and on the same date the solicitation to provide General Land and Engineering Surveying Services was advertised. The pre-submittal meeting and the project briefing was waived due to COVID-19.

Negotiations with the firms commenced on June 30, 2020, a second meeting was held on July 9, 2020 and the final meeting was held on July 14, 2020. The results were as follows: for all four categories a 10% increase over the previous contract rates (E15-PWWM-07), negotiated in 2015, for field personnel and equipment, and 15% increase for office staff. These rates will be effective for the first contract year, on the first anniversary of the contract a 1.5% increase will become effective, and on the second anniversary another 1.5% increase will take place.

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

MINIMUM

QUALIFICATIONS

EXCEED LEGAL

REQUIREMENTS: No.

REVIEW

COMMITTEE:

MEETING DATE: September 24, 2019

SIGNOFF DATE: September 24, 2019

APPLICABLE

WAGES:

(RESOLUTION

No. R-54-10): No.

REVIEW

COMMITTEE

ASSIGNED
CONTRACT
MEASURES: None.

MANDATORY
CLEARING HOUSE: No.

CONTRACT

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

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

Background

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

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

DEPARTMENT FINANCE:

Robert Villar
Robert Villar (Oct 26, 2020 10:21 EDT)

DEPT. FINANCE OFFICER:

Oct 26, 2020

DATE:

INDEX CODES:

Various

KC
KC

ag
ag

BUDGET APPROVAL
FUNDS AVAILABLE:

David Clodfelter

OMB DIRECTOR

Feb 1, 2021

DATE

APPROVED AS TO
LEGAL SUFFICIENCY:

Glenn Libby

COUNTY ATTORNEY

Jan 15, 2021

DATE

[Signature]

CHIEF OPERATIONS OFFICER

2-8-2021

DATE

CLERK DATE:

DATE

Exhibit "A"				
<u>Consulting Firms Recommended for Award for Miscellaneous Professional Services Agreements for General Land and Engineering Surveying Services - Project No: E19-DTPW-04; Contract No: 20190152</u>				
#	Firm	Principal	Address	Qualifier
1	Aptim Environmental & Infrastructure LLC.	Michael Lowiec	4171 Essen Lane, Baton Rouge, Louisiana, 70809	Jeffrey Lee Andrews
2	Atkins North America Inc.	Roberto Mantecon	4030 West Boy Scout Boulevard, Suite 700, Tampa, Florida 33607	Roberto Mantecon
3	Avino & Associates, Inc	Jorge R Avino	1350 SW 57th Avenue, West Miami, Florida 33144	Jorge R. Avino
4	Bello and Bello Land Surveying Corporation	Odalys C Bello	12230 SW 131 Street Avenue, Suite 201, Miami, Florida 33186	Odalys C. Bello-Iznaga
5	Biscayne Engineering Company, Inc	Mike Bartholomew	529 West Flagler Street, Miami Florida 33130	George C. Bolton
6	CPH Inc	Todd H Hendrix	500 West Fulton Street, Sanford, Florida 32771	Randal L. Roberts
7	FR Aleman & Associates Inc	Lis Tolstoy	10305 NW 41st Street, Suite 200, Doral, Florida 33178	Lis Rocio Tolstoy
8	GPI Geospatial Inc	Iarelis Hall	3051 E. Livingston Street, Suite 300, Orlando, Florida 32803	Steven George Kuda
9	Hadonne Corp	Abraham Hadad	1985 NW 88th Court, Suite 201, Doral, Florida 33172	Abraham Hadad
10	HBK Engineering LLC	Donald N Kleyweg, Jr	921 West Van Buren, Chicago, Illinois 60607	Thomas E. Hagensee
11	HSQ Group, Inc	Thomas English	1001 W Yamato Road Suite 105, Boca Raton, Florida 33431	Donna C. West
12	IBrucken Services LLC	Pedro E Gonzalez	1865 Brickel Avenue, Unit A-1501, Miami, Florida 33129	Pedro E. Gonzalez
13	InfraMap Corp	John Midyette	1860 Old Okeechobee Road, West Palm Beach, Florida 33409	Lee B Reumann
14	J, Bonfill and Associates Inc	Jacqueline Bonfill Gee	7100 SW 99th Avenue, Suite 104, Miami Florida 33173	Oria Janet Suarez
15	JBM Data System LLC	Jovica B Malesevic	4000 Ponce De Leon Boulevard, Suite 470, Coral Gables, Florida 33146	Jovica B. Malesevic
16	Juan C. Melendez, DBA Orthotek	Juan Melendez	13460 SW 24 Street, Miami, Florida 33175	Juan Carlos Melendez
17	KCI Technologies Inc	Benjamin Hoyle	936 Ridgebrook Road, Sparks, MD, 21152	Douglas H. Negron
18	Keith and Associates Inc	Alex Lazowick	301 East Atlantic Boulevard, Pompano Beach, Florida 33060	Adolphine Marie Lazowick
19	Longitude Surveyors, LLC	Eduardo M Suarez	7769 NW 48th Street, Suite 375, Doral, Florida 33166	John H. Adler III
20	Ludovici and Orange Consulting	Alberto Jorge	329 Palermo Avenue, Suite 200, Coral Gables, Florida 33134	Arturo A. Sosa
21	Manuel G Vera & Associates, Inc	Manuel G Vera	13960 SW 47th Street, Miami, Florida 33175	Manuel G. Vera Jr.
22	Marlin Engineering Inc	Kevin Beck	1700 NW 66 Avenue, Suite 106, Miami, Florida 33313	Kevin Michael Beck
23	Maser Consulting PA	John A Liptak	8290 NW 64 Street, Miami, Florida 33166	John Allen Liptak
24	Miller Legg & Associates, Inc	Dylan Larson	5747 North Andrews Way Fort Lauderdale, Florida 33309	Martin P. Rossi
25	Premiere Design Solutions Inc	Luis Jurado	12781 Miramar Parkway Suite 205, Miramar Florida 33027	Fernando Fernandez
26	Robayna and Associates, Inc	Oscar Robayna	5723 NW 158th Street, Miami Lakes, Florida 33014	Scott J. Perkins
27	WGI Inc	Jim Sullivan	2035 Vista Parkway, Suite 100, West Palm Beach, Florida 33411	Jay Scagliola
28	Woolpert Inc	Thomas Murphy	4454 Idea Center Boulevard, Dayton, Ohio 45430	John Angus Cestnick

NON-EXCLUSIVE PROFESSIONAL SERVICES
AGREEMENT FOR GENERAL LAND AND ENGINEERING
SURVEYING, AERIAL PHOTOGRAMMETRIC SERVICES,
UNDERGROUND SURVEYS, AND HYDROGRAPHIC SURVEYS
ISD PROJECT NO. E19-DTPW-04

THIS NON-EXCLUSIVE AGREEMENT is made and entered into this _____ day of _____, 2021, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the “COUNTY”, and _____, a Florida Corporation, hereinafter referred to as the “SURVEYOR”

W I T N E S S E T H:

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

☐ **-General Land and Engineering Surveying Services.**

☐ **-Aerial Photogrammetric Services.**

☐ **-Underground Surveys.**

☐ **-Hydrographic Surveys.**

SECTION I - COUNTY OBLIGATIONS

The COUNTY agrees that the Department of Transportation and Public Works or its authorized designee shall furnish to the Surveyor any plans and other data

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

The Director of the Department of Transportation and Public Works, hereinafter referred to as the “Director”, reserves the right to guarantee the accuracy of information provided by the COUNTY to the Surveyor.

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

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

SECTION II - PROFESSIONAL SERVICES

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

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

lines, horizontal/vertical control points. All such survey work is to be performed as instructed by the Director or his authorized designee and in accordance with Chapter 5J-17 of the Florida Administrative Code, and as set forth herein:

A. Note Keeping

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

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

8. At intersection of tangents (P.I.), the curve length, tangent length, and external distance shall be determined to the nearest one-hundredth (1/100) foot. The curve data and the tangent distance shall be recorded appropriately in the field book.
9. All horizontal control points shall be referenced, the point of these references shown in the field book. Special consideration shall be given to selection and location of reference points to ensure they are not disturbed during construction of the proposed improvements.
10. In case of public land survey corners that have been used as control for the contract survey, referencing and filing of records shall be in conformance with Part III of Chapter 177 of the Laws of the State of Florida. A certified corner record will be completed and filed with the Department by any Surveyor made under his direction, identifies, recovers, reestablishes, remonuments, restores or uses as control a public land corner accessory, unless the corner or its accessories are substantially as described in a previously filed corner record.

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

- 11. The description and elevation of benchmarks set at strategic locations throughout the site shall be noted in the field book. Level runs for establishing benchmarks and temporary benchmarks shall be recorded on the left-hand page of the field book, and a description of the benchmarks noted on the right-hand page with stations and right-angle distances to each. Ties shall be made to existing benchmarks.**
- 12. Cross-section notes shall be made with stationing shown in the first column of the left-hand page and a description of the benchmarks or turning points and breaks or changes in ground elevations recorded on the same page. Elevation of benchmarks or other important points shall also be noted on this page.**

On the right-hand page, rod readings shall be recorded showing the distance right or left of the base line or centerline at which the reading was taken. Distances shall be recorded directly beneath the rod readings. When using a data collector, a report and digital submission shall be provided with all necessary field survey information in a format as required by the Director.
- 13. Cross-sections shall be taken normal to the base line at each station, with additional cross-sections taken between stations wherever breaks or changes in ground elevation require them.**
- 14. Centerline profiles along intersection driveways, roads, ditches, and railroad rails shall be included in the cross-section's notes. Readings on pipes,**

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

15. All elevations shall be based on NGVD 1929 datum or NAVD 88 if requested.
16. Type and condition of existing road surfaces shall be noted.
17. The elevation of headwall tops; culverts sizes and material, tops of openings; flow lines of all existing structures up to a distance of 5 feet beyond the right-of-way line; and any other similar items deemed necessary by the Director shall be obtained and recorded.
18. Equations and angles with intersections to all existing surveys encountered in the work shall be established and angles on all intersecting railroads shall be turned.
19. The elevation of all existing pavements, bridge decks, or other incidental surfaces or structures which to be matched by are proposed improvements shall be obtained and recorded.
20. The nearest corner of any building or structure within 50 feet of the public right-of-way shall be located, referenced, and recorded.
21. Stationing of base lines shall increase to the north and east.

B. Field Work

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

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

2. Angular control angles shall be turned enough times to obtain the accuracy as required in 5J-17 of the Florida Administrative Code.
3. Wood stakes, approximately 16 inches long, shall be placed at each station along the base line or centerline. Longer stakes shall be used where necessary to obtain rigidity. Guard stakes showing stationing shall be placed at each control point. The stationing along the survey baseline or centerline shall progress from south to north or from west to east, and the stationing shall always be a horizontal distance established by use of steel Surveyor's tape and plumb bobs or an electronic measuring device. Baseline or centerline stakes or markings shall be set at each one hundred-foot station along the survey route, and the chaining shall be done to the nearest one hundredth of a foot. The point of curvature and point of tangency shall be established on the tangent lines and the centerline curve shall be stationed.
4. Benchmarks and temporary benchmarks shall be set at frequent intervals outside the construction limits of the site. Benchmarks may consist of large nails or square cuts in concrete surfaces such as concrete headwalls or steps, etc. Additional benchmarks shall be set in areas where a considerable amount of construction is planned such as bridge sites. No benchmarks are to be set in trees or utility poles.

C. Survey Drawings

Boundary survey sketches, maps and specific purpose survey drawings shall be in accordance with the requirements of Chapter 5J-17 of the Florida Administrative Code, as presently written or hereafter amended, and the

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

As-Built/Record Survey:

- (a) When performing as-built or record surveys, the surveyor shall obtain field measurements of vertical or horizontal dimensions of constructed improvements so that the constructed facility can be delineated in such a way that the location of the construction may be compared with the construction plans.
- (b) When the surveyor prepare as-built maps they will clearly show by symbols, notations, or delineations, those constructed improvements located by the survey.
- (c) The vertical and horizontal accuracy of the measurements made shall be such that it may be determined whether the improvements were constructed consistent with planned locations.

(2) Boundary Survey, Map, and Report:

(a) Boundaries of Real Property:

- 1. The surveyor shall make a determination of the position of the boundary of real property in complete accord with the real property description shown on or attached to the survey map or report.
- 2. Any discrepancies between the survey map and the real property description must be shown.
- 3. All changes in direction, including curves, shall be shown on the survey map by angles, bearings or azimuths, and will be in the same form as the description or other recorded document referenced on the map.
- 4. Curved lines with circular curves shall show the radii, arc distances and central angles, or radii, arc distances, chord distances and chord bearings.
- 5. When intersecting lines are non-radial to a curve, sufficient angular data shall be shown to relate the line to the curve.

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

- a. The lot(s) and block numbers or other designations, including those of adjoining lots.**
- b. A comparison between recorded directions and distances with field measured directions and distances when they vary.**
- c. A comparison between the recorded directions and distances with field measured directions and distances to the nearest street intersection, right of way intersection or other identifiable reference point.**
- d. The dimensioned remaining portion of a lot(s) when part of a lot is included within the description.**

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

- a. The relationship of the parcel(s) to at least one established identifiable real property corner;**
- b. All information called for in the property description, such as point of commencement, course bearings and distances, and point of beginning;**
- c. A comparison between recorded directions and distances and field measured directions and distances on the boundary when they vary;**
- d. The most current abutting recorded instrument or recorded plat either known by the surveyor and mapper or furnished to the surveyor and mapper.**

(b) Boundary Inconsistencies:

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

- a. Overlapping descriptions or hiatuses;**
- b. Excess or deficiency;**
- c. Conflicting boundary lines or monuments; or**

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

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

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

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

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

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

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

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

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

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

(e) Real Property Improvements:

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

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

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

(3) Construction Layout Survey:

- (a) When the surveyor and mapper provides construction staking, these stakes must be based on controls established using the survey standards set out in the Rules 5J-17.05 and 5J-17.052, F.A.C. The stakes provided should be adequate in number and position so that the physical items can be constructed from the plans as designed.**
- (b) Horizontal and Vertical Controls for Public and Private Construction Layout:**
- (c) All construction requiring benchmarks shall have a minimum of two (2) existent or established benchmarks for vertical control.**
- (d) Vertical control for linear type construction sites such as roads and sewer lines shall have a maximum of 1,100 feet between existent or established benchmarks.**
- (e) Vertical control for acreage construction sites shall have two (2) existent or established benchmarks on the first ten (10) acres plus an additional benchmark for each additional ten (10) acres.**
- (f) The only required documentation for this type of survey product shall be field notes.**

(4) Descriptions/Sketch to Accompany Description:

- (a) Descriptions written by a surveyor to describe land boundaries by metes and bounds shall provide definitive identification of boundary lines.**
- (b) When a sketch accompanies the property description, it shall show all information referenced in the description and shall state that such sketch is not a survey. The initial point in the description shall be tied to either a government corner, a recorded corner, or some other well-established survey point.**

(5) Digital Data:

- (a) When survey information is provided in digital form only, the surveyor shall provide a signed and sealed report as set forth in the minimum technical standards paragraph 5J-17.051(3)(b)14.b, F.A.C.**
- (b) The digital file will reference the report and that the digital file is not full and complete without the report.**

(6) Ortho-Images/Photos:

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

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

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

(7) Quantity Survey:

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

(8) Raster Imagery:

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

(b) Feature accuracies shall be stated.

(9) Topographic Survey:

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

(b) Topographic Features.

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

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

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

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

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

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

(c)Base Line Control.

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

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

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

D. General Requirements

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

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

to the work.

3. **Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.**
4. **Prepare necessary documents, if required for County, City, State and Federal agencies.**
5. **Report the status of the work to the Director upon request and hold pertinent data, calculations, field notes, records, sketches, and other work products open to the inspection of the Director or his authorized agent at any time.**
6. **Submit for COUNTY review computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Notice to Proceed. Submit for COUNTY approval of the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.**
7. **Submit one original set of all survey field notes and any other data developed in the performance of requested surveying work. The field notes shall be presented in approved Engineer Field Books.**
8. **Be available always for general consultation and advice through the effective term of this Agreement.**

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

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

E. 15.03 UNDERGROUND UTILITY SURVEYS CONSULTANT REQUIREMENTS

- 1. Provide all equipment, personnel, travel, and supplies necessary and/or required to perform the locating service.**
- 2. Secure all necessary plans, plats, records, and other available data as provided by utility agency/owners.**
- 3. Acquisition of any permits that may be required for the execution of the work shall be the responsibility of the Consultant.**
- 4. Comply with applicable underground utility damage prevention laws and regulations.**
- 5. Coordinate with utility agency/owner and permit inspectors a minimum of 48 business hours prior to any excavation.**
- 6. Neatly cut and remove existing paving.**
- 7. Excavate test holes to expose the utility to be measured by air or water vacuum in such a manner to ensure the safety of the excavation and the integrity of the utility to be measured. Alternate means of locating the utility may be approved by the Project Manager under special circumstances.**
- 8. Furnish and install permanent markers above centerline of the utility.**
- 9. Where applicable, provide permanent restoration of pavement within limits of the original cut and warrant the pavement restoration for three (3) years. Whenever test holes are excavated in areas other than roadway pavement, the disturbed areas shall be restored, where reasonably possible, to the condition that existed prior to excavation. The restored area will be subject to the approval of the Project Manager. The Consultant shall follow the appropriate compaction requirements.**

- 10. Provide the following information for each test hole in a format Approved by the Department. This information will be submitted to the Department on or before the completion date indicated on the work order.**
- (a) Outside diameter of the pipe/cable or width of duct banks, top and bottom and configuration of non-encased multi-conduit systems.**
 - (b) Distance measured to one tenth of a foot from original ground surface and/or pavement surface to top of utility.**
 - (c) Utility material composition.**
 - (d) Elevation of top and bottom of utility tied to the data furnished by the Department.**
 - (e) Elevation of existing grade over utility at the test hole.**
 - (f) Horizontal location tied to the data furnished by the Department.**
 - (g) Description of the County Benchmarks used to determine elevations.**
 - (h) Elevations provided shall be within an accuracy of +/-0.05' based on the benchmarks shown by Consultant on the test hole report.**
 - (i) The utility agency/owner (Based on best available information).**
- 11. Request required "One Call" services prior to commencing the test hole excavation, as well as contacting other utility agency/owners that may be affected by the services.**
- 12. Begin working on project specified on the work authorization within 72 hours after issuance by the Project Manger. All work begun shall be worked in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress.**
- 13. Notification shall be provided to adjacent property owners concerning test hole activity on each project.**

14. The Consultant shall not begin any work under this Contract until requested by the Project Manager.
15. When practical tie all vertical controls to a minimum of two (2) furnished benchmarks.
16. All data supplied to the Department for excavation and survey services shall be signed and sealed by a land surveyor registered within the State of Florida.
17. Any equipment left on the right-of-way overnight shall be parked as close to the right-of-way line as possible and shall not interfere with pedestrian or traveling public.
18. No work shall commence on subsequent assignments until the satisfactory completion or progress of previously issued assignments has been confirmed by the Department. The only exception to this occasion is when the Project Manager determines that such other work is in the best interest of the Department and should be expedited.
19. Consultant will be paid for 1 (one) test hole per utility located. No extra test holes (including dry holes) will be compensated, unless approved by the Project Manager.

F. UNDERGROUND UTILITY SURVEYS; DEPARTMENT RESPONSIBILITIES

1. The Project Manager will notify the Consultant when to proceed with work by issuance of a work order.
2. Work orders shall identify the general location of the test holes. Locations shall be described geographically or by landmark reference points, typically using plan sheets. Work authorizations will generally be project specific.
3. Survey control will be provided to the Consultant unless otherwise specified in the work order, including benchmark elevations/stationing to be used for the required test holes.
4. Work requirements other than those specified in the General Contract and Special Provisions will be the responsibility of the Department.
5. The Project Manager shall have the authority to suspend the work, wholly or in part, for such times as may be deemed necessary due to conditions that are considered unfavorable for the continuation of the

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

G. UNDERGROUND UTILITY SURVEYS; CONSULTANT STAFFING

1. The control and supervision of the designating and excavating work performed for the Contract by the Consultant or Sub consultant shall be under the direction of an engineer or underground utility locating or designating specialist employed by the Consultant who has had no less than three (3) years experience in the type of work herein described and she/he shall be assigned to the project until all work has been completed or until the Department agrees in writing that she/he maybe replaced or removed.
2. The control and supervision of all survey work shall be under the direction of a land surveyor registered within the State of Florida.
3. A staff of competent engineers, surveyors, and specialists adequate in number and experience to perform the described work in the prescribed time shall be assigned to perform work under this Contract.

H. UNDERGROUND UTILITY SURVEYS; PRESERVATION OF PROPERTY

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

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

1. The Consultant will be guided by and shall adhere to the requirements of the FDOT's Design Standards of Design, Construction, Maintenance and Utility Operations on the State Highway System, the FDOT's Accident Procedures Handbook and other regulations as required.
2. The Consultant's attention is directed to the fact that work may be performed on a limited access facility, with regulations for traffic control. The Consultant's employees are expected to obey all traffic regulations pertaining to this system.
3. All work is to be performed between the hours of 9:00a.m. and 3:00 p.m., unless otherwise directed by the Project Manager.

J. UNDERGROUND UTILITY SURVEYS; MISCELLANEOUS

- 1. Upon completed of the work, and before payment is made, the Consultant shall remove from the job site any surplus or discarded materials or rubbish and shall restore the job site area to a condition acceptable to the Department.**
- 2. All costs for repeat work, which as determined by the Project Manager that are due to inadequate work procedures and/or materials, will be the responsibility of the Consultant**

SECTION III - SCHEDULE OF WORK AND TIME FOR COMPLETION

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

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

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

SECTION IV - FORCE MAJEURE

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

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

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

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

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

SECTION V - COMPENSATION

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

Fees are based on Fixed Hourly or Daily Rates as show on the attached Appendix "A".

Fees are shown for the first year second and third year of the contract.

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

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

F. Fees Based on Lump Sums

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

G. Overtime Work

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

H. Reimbursable Expenses

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

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

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

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

SECTION VI – TOTAL COMPENSATION

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

SECTION VII - METHOD OF PAYMENT

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

SECTION VIII - SUBCONTRACTING

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

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

SECTION IX - EXTRA WORK

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

SECTION X - APPROVAL

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

SECTION XI - RIGHT OF DECISIONS

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

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

SECTION XII CORRECTIONS TO CONTRACT DOCUMENTS

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

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

and or ambiguities.

SECTION XIII - OWNERSHIP OF DOCUMENTS

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

SECTION XIV - REUSE OF DOCUMENTS

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

SECTION XV - NOTICES

Any notices, reports, or other written communications from the Surveyor to the COUNTY shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the Surveyor shall be considered delivered when posted by certified mail

to the Surveyor at the last address left on file with the COUNTY or delivered in person to said Surveyor or the Surveyor as authorized representative.

SECTION XVI - AUDIT RIGHTS

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

SECTION XVII - OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

Pursuant to Ordinance 97-215, Miami-Dade County has established the Office of Inspector General which may perform random audits on any County contract throughout the duration of each contract. The cost of the audit for this contract shall be $\frac{1}{4}$ of 1% of the total contract amount which cost the (Contractor/Vendor/Consultant) agrees is included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Consultant. The audit shall be included in all change orders to this contract and all contract renewals and extensions. Accordingly, the audit cost will be deducted from progress payments to the Consultant pursuant to all change orders, contract renewals and extensions.

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

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

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

The provisions in this section shall apply to the Consultant, its officers, agents,

employees, subcontractors, and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this contract.

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

SECTION XVIII - SUBCONTRACTING

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

SECTION XIX - WARRANTY

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

full-time or part-time employees, has or shall be retained or employed in any capacity, by the Surveyor or the Surveyor's COUNTY approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability.

SECTION XXI - TERMINATION OF AGREEMENT

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

SECTION XXII - DURATION OF AGREEMENT

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

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

Section XXIII - DEFAULT

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

SECTION XXIV – INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits,

causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

AERIAL PHOTOGRAMMETRIC SERVICES

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

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

HYDROGRAPHIC SURVEYS

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

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

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

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

Or

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

NOTE: CERTIFICATE HOLDER MUST READ:

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

SECTION XXV - ORDINANCES

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

obligations hereunder.

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

- A. A source of income statement
- B. A current certified financial statement
- C. A copy of the Surveyor's current Federal Income Tax Return

SECTION XXVI - AFFIRMATIVE ACTION

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

SECTION XXVII - DISABILITY NONDISCRIMINATION

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

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

SECTION XXVIII - MINORITY FIRMS UTILIZATION QUARTERLY REPORTS

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

SECTION XXIX - PROMPT PAYMENT OF SMALL BUSINESS

SUBCONSULTANTS

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

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

SECTION XXX - ENTIRETY OF AGREEMENT

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

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

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

IN WITNESS WHEREOF the parties hereto have executed these presents this _____
day of _____, 2021

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

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

By: _____

By: _____
Mayor or Mayor's Designee

ATTEST:

By: _____
(CORPORATE SEAL) Date

By: _____
Date

By: _____

Witness Date

By: _____

Witness Date

Appendix "A"

Contract E19-DTPW-04 Fee Schedule Category 15.01 (2020 through 2023)

General Land and Engineering Surveying (Office Staff)

		1st year	2nd Year	3rd Year	
1	Draftsperson	\$104.58	\$106.15	\$107.74	Per hour
2	Surveyor Computer	\$117.65	\$119.41	\$121.21	Per hour
3	Principal Surveyor	\$193.97	\$196.88	\$199.83	Per hour

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.

Appendix "A" (2)

Contract E19-DTPW-04 Fee Schedule Category 15.02 (2020 through 2023)

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**

** (MAXIMUM 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	

Appendix "A" (3)

Contract E19-DTPW-04 Fee Schedule Category 15.03 (2020 through 2023)

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.

Appendix "A" (4)

Contract E19-DTPW-04 Fee Schedule Category 15.04 (2020 through 2023)

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

To be negotiated by Project Manager

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
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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				
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
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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.



MEMORANDUM

(Revised)

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

DATE: April 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(38)

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)(38)
4-20-21

RESOLUTION NO. R-338-21

RESOLUTION APPROVING A CONTRACT AWARD FOR PROFESSIONAL SERVICES AGREEMENTS IN AN AMOUNT ESTIMATED AT \$3,000,000.00 WITH 28 CONSULTING FIRMS TO PROVIDE GENERAL LAND AND ENGINEERING SURVEYING SERVICES (PROJECT NO. E19-DTPW-04; CONTRACT NO. 20190152) AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENTS AND EXERCISE ALL PROVISIONS CONTAINED THEREIN ON BEHALF OF MIAMI-DADE COUNTY AND AUTHORIZING THE USE OF VARIOUS FUNDING SOURCES INCLUDING CHARTER COUNTY TRANSPORTATION SURTAX FOR THOSE PROJECTS IDENTIFIED IN THE ORIGINAL EXHIBIT 1 OF THE PEOPLE'S TRANSPORTATION PLAN AND PROJECTS IDENTIFIED IN THE FIVE-YEAR IMPLEMENTATION PLAN OF THE PEOPLE'S TRANSPORTATION PLAN ADOPTED JANUARY 22, 2020 AND BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,

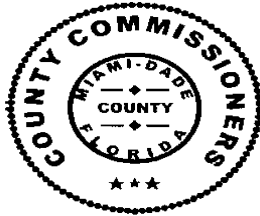
Section 1. That this Board approves the Contract Award to the following firms: 1- APTIM Environmental & Infrastructure LLC, 2- ATKINS North America, Inc, 3- Avino and Associates Inc., 4- Bello and Bello Surveying Corporation, 5- Biscayne Engineering Company. Inc., 6- CPH Inc., 7- F.R. Aleman and Associates Inc., 8- GPI Geospatial Inc., 9- Hadonne Corp., 10- HBK Engineering LLC, 11- HSQ Group Inc., 12- IBrucken Services LLC, 13- InfraMap Corp., 14- J, Bonfill & Associates Inc., 15- JBM Data System LLC, 16- Juan C. Melendez (ORTHOTEK), 17- KCI Technologies Inc., 18- Keith & Associates Inc., 19- Longitude Surveyors

LLC, 20- Ludovici & Orange Consulting, 21- Manuel G. Vera and Associates Inc., 22- Marlin Engineering Inc., 23- Maser Consulting P.A., 24- Miller Legg & Associates Inc., 25- Premiere Design Solutions Inc., 26- Robayna and Associates Inc., 27- WGI Inc., 28- Woolpert Inc., as listed in Exhibit “A” attached hereto and incorporated herein by reference, for the General Land and Engineering Surveying Services Project, located within various Commission Districts (Project No. E19-DTPW-04; Contract No. 20190152) in substantially the form attached hereto and made a part hereof; and authorizes the Mayor or Mayor’s Designee to execute the agreements and provisions contained therein on behalf of Miami-Dade County and authorizes the use of various funding sources including Charter County Transportation Surtax and Building Better Community’s General Obligation Bond Funds for such purposes.

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.

A handwritten signature in dark ink, appearing to read "B. Libhaber", is written over a horizontal line.

Bruce Libhaber



Memorandum



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

From: Javier A. Betancourt, Executive Director 

Date: March 26, 2021

Re: **CITT AGENDA ITEM 7A:**
RESOLUTION BY THE CITIZENS’ INDEPENDENT TRANSPORTATION TRUST
RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE A
CONTRACT AWARD FOR PROFESSIONAL SERVICES AGREEMENTS IN AN
AMOUNT ESTIMATED AT **\$3,000,000.00** WITH 28 CONSULTING FIRMS TO PROVIDE
GENERAL LAND AND ENGINEERING SURVEYING SERVICES (PROJECT NO. E19-
DTPW-04; CONTRACT NO. 20190152) AND AUTHORIZE THE USE OF VARIOUS
FUNDING SOURCES INCLUDING CHARTER COUNTY TRANSPORTATION SURTAX,
IN AN AMOUNT NOT TO EXCEED **\$2,000,000.00**, FOR THOSE PROJECTS
IDENTIFIED IN THE ORIGINAL EXHIBIT 1 OF THE PEOPLE’S TRANSPORTATION
PLAN AND PROJECTS IDENTIFIED IN THE FIVE-YEAR IMPLEMENTATION PLAN OF
THE PEOPLE’S TRANSPORTATION PLAN ADOPTED JANUARY 22, 2020 AND
BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND FUNDS (**DTPW –
BCC LEGISLATIVE FILE NO. 210340**) **SURTAX FUNDS ARE REQUESTED**

On March 25, 2021, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 21-015. The vote was as follows:

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

Peggy Bell – Aye
Glenn J. Downing, CFP® – Aye
Jonathan Martinez – Absent
Marilyn Smith – Aye
Robert Wolfarth – Aye

Meg Daly – Aye
Ashley V. Gantt, Esq. – Absent
Paul Schwiep, Esq. – Aye
L. Elijah Stiers, Esq. – Absent

c: Jimmy Morales, Chief Operations Officer
Bruce Libhaber, Assistant County Attorney