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

Memorandum

MIAMI-DADE COUNTY

Date: February 1, 2022

Amended
Agenda Item No. 8(N)(6)

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

From: Daniella Levine Cava
Mayor

Resolution No. R-124-22

Subject: Contract Award Recommendation for Professional Services Agreements with Five Consulting Firms to provide Professional Services for Transit and Public Works Projects and Authorizing the Use of People's Transportation Plan Bond Program Funds for Such Purposes

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Recommendation

This Contract Award Recommendation for five Professional Services Agreements (PSA) for Project No. E19-DTPW-11; Contract No. CIP215-DTPW19-DE (1-5) for Professional Services for Transit and Public Works Projects between Miami-Dade County (County) and the consulting firms listed below has been prepared by the Department of Transportation and Public Works (DTPW) and is recommended for approval by the Board of County Commissioners (Board) pursuant to Section 2-8.1 of the Code of the County (Code). The combined total of the five PSAs is $27,500,000. Each PSA will be for total contract amount not to exceed $5,500,000.00, which is inclusive of a contingency allowance amount of $500,000.00.

1. AECOM Technical Services, Inc. (AECOM)
2. Kimley-Horn and Associates, Inc. (Kimley)
3. BCC Engineering, LLC (BCC)
4. Gannett Fleming, Inc. (Gannett)
5. HNTB Corporation (HNTB)

This Contract Award Recommendation will provide non-exclusive professional and technical services, to support DTPW with infrastructure facilities and system engineering, planning, analysis and design for our transit park and rides, guideways and facility needs in addition to supporting Strategic Miami Area Rapid Transit Plan corridor studies and design. Exhibit 1 to this memorandum contains the detailed scope of services anticipated to be assigned under these PSAs. Exhibit 2 identifies a list of ongoing and/or upcoming DTPW projects totaling approximately $227 Million of which $27.5 Million is anticipated for professional services. This list may be modified based on funding availability and priority for project completion. No minimum amount of work or compensation will be guaranteed to the five consultants. Work Orders will not be issued under the PSAs unless the specific user identifies appropriate budgeted funds. Use of People's Transportation Plan (PTP) funds under these PSAs are subject to Board and the Citizen's Independent Transportation Trust (CITT) approval.

This Contract Award Recommendation is placed for Board review pursuant to the Code Section 29-124(f). This Contract Award Recommendation may only be considered by the Board if CITT has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 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 45 days have not elapsed since the filing of this Contract Award Recommendation, a request for withdrawal of this item will be submitted.

Scope
The scope of this item is countywide in nature. The projects that require professional services extend across various locations, represented by various commission districts.

Delegation of Authority
The authority of the County Mayor or County Mayor's designee to execute and implement these PSAs is consistent with those authorities granted under the Code. Additional delegation of authorities requested for this contract are as follows:

- Authority to exercise the time extension and allowance account options limited to ten percent of the contract term and amount;
- Authority to exercise the cancellation provisions in the contract;
- Section VII of the PSA stipulates that any and all disputes shall be decided by the DTPW Director; and
- Authority to exercise all other provisions and County rights contained in the contract.

Fiscal Impact/Funding Source
The fiscal impact will be $27,500,000 combined for the five PSAs. Each PSA will be for a total contract amount not to exceed $5,500,000, which includes a contingency allowance amount of $500,000.00 for unforeseen work. There are no operation and maintenance costs, as these PSAs are for professional services. These PSAs are funded from various capital projects included the FY 2020-21 Adopted Budget Multi-Year Capital Plan. Any changes, as outlined below, will be incorporated into the FY 2021-22 Adopted Multi-Year Capital Plan. In addition, future available use of funding from other federal and state sources such as Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT), will be assigned as projects are identified and approved in the Multi-Year Capital Plan.

Contract Award Funding Sources:

	Amount
PTP Capital Reserve Fund	$3,124,881
PTP	$12,651,376
FDOT	$1,707,237
FTA 2005(b) – Pilot Program for TOD Planning Discretionary Grant	$1,940,000
FTA 5307 Transfer	$3,447,834
FTA 5307-Urbanized Area Formula Grant	$180,333

FTA Section 5309 Discretionary Grant	$725,000
Future Funding and Approved Capital Projects	$2,638,339
Road Impact Fees	$1,085,000
Total Funding:	$27,500,000

Background

In 2002, the County's residents approved a one-half cent Charter County Sales Surtax to implement the PTP. Under the PTP's $17 billion dollar business plan, the County is committed to adding more buses and routes, improving service, expanding rapid transit, and creating thousands of transportation and construction projects, which will create jobs over the next 25 years. The PTP is made up of transit and roadway projects that will be planned, designed, and implemented with the support of professional engineers. In addition, the Transportation Planning Organization's Governing Board unanimously approved as "highest priority", the advancement of rapid transit corridors and transit supportive projects for the County. Priority projects on the list include a network system of Bus Express Rapid Transit service to implement mass transit projects in the County. As a result, infrastructure improvements along the County's major corridors and new park and ride facilities along the dedicated routes are included in the list of priority projects. The County staff, with the support of professional engineers, will plan, design, and implement these improvements.

As part of the SMART Plan, FDOT is leading four corridor studies. The County is required, as the operating agent, to work closely with FDOT for the successful implementation of these projects. Therefore, the County has a direct review and fully vets the project deliverables developed by the FDOT projects. The efforts needed for staff to complete this will be supported by professional engineers with a variety of specialized services. DTPW operates an integrated multi-modal transit system comprised of four (4) modes: bus (Metrobus), heavy rail (Metrorail), Automated People-Mover (Metromover), and demand-response service (Special Transportation Services or STS). In addition to these various modes of transportation, DTPW is responsible for the maintenance of numerous individual locations, which include maintenance and inspection shops, utilities, office space, passenger stations, parking facilities, transfer stations, pedestrian walkways, and overpasses. The planning of renewal and replacements of these County assets that are nearing the half century mark are necessary.

The County's transit multi-year capital plan includes various Infrastructure and Renewal Program projects that are necessary to properly maintain its capital assets. The replacement and upgrade of transit physical assets include vehicles, facilities, systems and equipment overhauls and acquisitions. It is essential to the health, safety, economic development, and quality of life to maintain these assets. The projects identified in the plan are planned, designed, and implemented with the help of professional engineers. To implement these projects, the services of engineering professionals and their design team is required. These improvements require that the planning and design be completed by licensed and certified professional staff. They ensure the project plans comply with engineering standards and state and federal construction policies. These services cannot be performed in house because projects of this size and nature require a team of professionals that are certified and licensed. Various types of engineers are required on projects that include services for lighting analysis and design, site design, project management, construction management, foundations

design, structural system analysis and design, environmental sciences, communications systems, traffic design and forecasting, stormwater analysis and design, permitting, landscape and streetscape design, construction materials and construction estimating. Refer to Exhibit 2 for the list of anticipated projects that require professional services.

DTPW currently has three Continuous Professional Services Agreements (Contract Nos. CIP113-DE-TR-6, CIP113-DE-TR-4, and CIP113-DE-TR-5) that were issued in 2017 to provide similar services as these new contracts. The current PSA's have reached their contract capacities and can no longer be used for new work orders that are needed to complete the projects as outlined in our capital plan.

A Notice to Professional Consultants (NTPC) was advertised on February 18, 2020. Exhibit 1 to this memorandum contains the technical certification requirements and other information regarding this award. Prior to the submission deadline, the NTPC solicitation was downloaded 285 times. Ten proposals were received by the submittal deadline of March 20, 2020. The County Attorney's Office issued an opinion on April 23, 2020, attached as Exhibit 3, advising that Premiere Design Solutions, Inc. was non-responsive because the proposal was not received through Bidsync as required by the NTPC. As such, ISD's A&E Consultant Selection Coordinator notified Premiere Design Solutions, Inc. that it was eliminated from further consideration for the project. All remaining respondents were found in compliance with the technical certification requirements established for this solicitation.

The Competitive Selection Committee (CSC) appointed by the County Mayor conducted a First-Tier Evaluation on June 25, 2020, to evaluate the proposals received. The firms were evaluated in accordance with Section 2-10.4 of the Code, Implementing Order 3-34, and Administrative Order 3-39, based on the below evaluation criteria.

Criteria	**Maximum Points**
Criterion 1A: Qualifications of Firms Including the Team Members Assigned to the Project	50
Criterion 2A: Knowledge and Past Experience of Similar Type Projects	20
Criterion 3A: Past Performance for the Firms	20
Criterion 4A: Amount of Work Awarded and Paid by the County	5
Criterion 5A: Ability of the Team Members to Interface with the County	5

Local preference was not applied because the solicitation has federal provisions that prohibit the application of geographical preferences. During the evaluation process, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the NTPC. Please refer to the attached Exhibit 4 - First Tier Tabulation Sheet, for the total scores for the proposers, in the order of highest ranked. Based on the CSC's professional judgement, the information provided in the proposals was deemed sufficient to determine the experience and qualifications of the firms. As a result, and by a majority vote, the CSC decided to forego Second-Tier proceedings and recommended that negotiations be conducted with the five highest ranked proposers.

By June 10, 2020, the five highest ranked proposers were found in compliance with the FTA and Disadvantaged Business Enterprise (DBE) requirements established for the solicitation. The first negotiation meeting was held on August 26, 2020, and by September 4, 2020, the Negotiation Committee had concluded negotiations with the five highest ranked proposers and arrived at a schedule of rates that was fair and reasonable to provide professional services for DTPW's projects.

After negotiations had successfully concluded, the Office of the Inspector General raised concerns regarding the accuracy of historical data maintained by the County for awarded contracts and monies disbursed to HNTB, one of the five highest ranked proposers on this solicitation. This historical data was provided to the CSC members during the First-Tier meeting within a Dollars Awarded and Paid (DAP) report, attached as Exhibit 5. The CSC evaluated the DAP report to assign up to five points per CSC member, for Criterion 4A. The DAP report is generated from data maintained by Internal Services Department's (ISD) Small Business Development Division (SBD) within its Business Management Workforce System (BMWS) database. Subsequently, it was determined that the DAP report provided to the CSC members was incomplete because the different departmental financial systems were not automatically populating BMWS. SBD worked with departments, updated BMWS with the latest award and payment data, and issued a revised DAP report.

In the interest of consistency and fairness to all proposers, on October 29, 2020, ISD reconvened the CSC members, to evaluate only Criterion 4A, with the corrected DAP report. During the second First-Tier meeting, incorporating the new scores for Criterion 4A, all ties were broken using the standard tie-breaking procedure, as described in Section 3.3, Proposal Evaluation, of the NTPC. Please refer to the attached Exhibit 7 - Reconvened First Tier Tabulation Sheet for the total scores for the proposers, in the order of highest ranked. As a result of the second evaluation process, Gannett Fleming, Inc. (Gannett) replaced T.Y. Lin International as part of the five highest ranked proposers. Based on the CSC's professional judgement, the information provided in the proposals were deemed sufficient to determine the experience and qualifications of the firms. As a result, and by a majority vote, the CSC recommended that negotiations with Gannett. By February 2, 2021, the Negotiation Committee concluded negotiations with Gannett and arrived at a schedule of rates that was fair and reasonable to provide professional services for DTPW's projects. As such, DTPW recommends that the PSAs be awarded to the five highest ranked proposers.

A DBE goal will not be assigned to the overall PSAs; however, work orders with future funding from FTA, FDOT, and other federal and state sources, which prohibit the application of local and small business measures, will be assessed individually by DTPW's Office of Civil Rights for possible DBE goal participation. In addition, work orders solely utilizing local funds will be forwarded to SBD for review for determination for small business measures. It is anticipated that the Notice to Proceed for the PSAs will be issued within 30 days of Board approval.

Track Record/Monitor

Elia Nunez, P.E., Assistant Director, Engineering Planning and Development, DTPW is responsible for the implementation and administration of these PSAs attached as Exhibits 14 through 18.

Due Diligence

Pursuant to Resolutions R-187-12, R-828-19, and in accordance with the Internal Services Department’s Procurement Guidelines, DTPW staff exercised due diligence to determine Consultant responsibility for the five highest ranked proposers. The lists that were referenced included, but were not limited to: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to the Consultants’ responsibility. Refer to Exhibit 1 for additional information.

Jimmy Morales
Chief Operations Officer

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

DUE DILIGENCE – FIRM NO. 1: AECOM / CONTRACT NO. CIP215-DTPW19-DE (1)

Company Principal/Qualifier: Pedro G. Hernandez, P.E.

Company Street Address: 800 S. Douglas Road, Coral Gables, FL 33134

Company Email Address: Pedro.Hernandez@aecom.com

Years in Business: 25

SBD Violation History – According to SBD's database, AECOM does not have a record of open or closed small business, wage and/or workforce violations within the last three years. However, SBD's compliance report attached as Exhibit 8, reflects that AECOM's subconsultant, WSP USA Inc. (WSP) has one open violation for failure to meet the Small Business Enterprise-Architectural and Engineering (SBE-A/E) goal on Project No. E13-MDT-01. WSP has an approved SBE-A/E makeup plan with SBD to satisfy the $55,900 goal deficit on Contract No. OSP095-DTPW18-PL1.

SBD Firm History Report - The Business Management Workforce System (BMWS) report attached as Exhibit 9 reflects that within the last three years, as a Prime Consultant, AECOM was awarded a total of $18,979,944 for professional services, which includes eight contracts, six issued through the Equitable Distribution Program (EDP), and one change order totaling $7,590,000, for a contract awarded in 2017. Exhibit 9 does not include Contract No. CIP215-DTPW20-DE (6) for professional services approved by the Board on March 16, 2021, via Resolution No. R-212-21, for $5,500,000, and Supplemental Agreement No. 1 for Contract No. CIP097-CT1-TR14 approved by the Board on October 2, 2018, via Resolution No. R-1013-18, for a total of $497,387. Finally, there are 111 evaluations on record for AECOM in the Capital Improvements Information System (CIIS) with an average rating of 3.7 out of a possible 4.0 points. There were six overall ratings in the past three years that were below 3.0 out of a possible 4.0 points.

Subconsultants: Included below are the subconsultants that AECOM has identified for the Project.

Asendal Group LLC
Caltran Engineering Group, Inc.
Creativision Media, Inc.
Greenfield Diversified, LLC
HBC Engineering Company
HR Engineering Services, Inc
I.F. Rooks & Associates, LLC
Manuel G. Vera & Associates, Inc.
Nova Consulting, Inc.
PMA Consultants, L.L.C.
Radise International, L.C.
Shimmick Construction Company, Inc.
WSP USA Inc.

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

DUE DILIGENCE: FIRM NO. 2 - KIMLEY / CONTRACT NO. CIP215-DTPW19-DE (3)

Company Principal:	Russell Barnes
Company Qualifier:	Stewart Robertson, P.E.
Company Street Address:	355 Alhambra Circle, Suite 1400, Coral Gables, FL 33134
Company Email Address:	john.lafferty@kimley-horn.com
Years in Business:	53
SBD Violation History	According to SBD's database, Kimley does not have a record of open or closed small business, wage and/or workforce violations within the last three years.
SBD Firm History Report:	The BMWS report attached as Exhibit 10 reflects that within the last three years, as a Prime Consultant, Kimley was awarded five contracts, two through EDP, with a total value of $6,219,631. Finally, there are 34 evaluations on record for Kimley CIIS with an average rating of 3.7 out of a possible 4.0 points.
Subconsultants:	Included below are the subconsultants that Kimley has identified for the Project.

305 Consulting Engineers, LLC
Ayers Associates Inc
Bliss & Nyitray Inc
Cunningham Communications Consulting Company
Geosol, Inc.
Greenfield Diversified, LLC
Longitude Surveyors, LLC
Manuel G. Vera & Associates, Inc.
PE Consulting Engineering Inc
PMA Consultants, L.L.C.
Ross & Baruzzini, Inc.
Tierra South Florida, Inc.
Wolfberg/Alvarez and Partners, Inc.
Zyscovich, Inc.

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

DUE DILIGENCE – FIRM NO. 3: BCC / CONTRACT NO. CIP215-DTPW19-DE (2)

Company Principal:	Ariel Millan, PE
Company Qualifier:	Jose A. Munoz, P.E.
Company Street Address:	6401 SW 87th Avenue, Suite 200, Miami, FL 33173
Company Email Address:	alurigados@bcceng.com
Years in Business:	17
SBD Violation History:	According to SBD's database, BCC does not have a record of open or closed small business, wage and/or workforce violations within the last three years.
SBD Firm History Report:	The BMWS report attached as Exhibit 11 reflects that within the last three years, as a Prime Consultant, BCC was not awarded a contract with the County. There are 13 evaluations on record for BCC in CIIS with an average rating of 3.5 out of a possible 4.0 points.
Other Factors:	Recommended sub-consultant, A & P Consulting Transportation Engineers Corp. (A & P), was sued in 2018 as part of the firm's involvement in the Florida International University bridge collapse for which the company was a co-defendant with more than 25 other firms. In a news article dated July 10, 2019, The Miami Herald reported that A & P was one of six companies that had reached settlement agreements with the families of the six people who died and the eight injured in the March 15, 2018 incident. https://www.miamiherald.com/news/local/article232520567.html
Subconsultants:	Included below are the subconsultants that BCC has identified for the Project.

A & P Consulting Transportation Engineers Corp.
Bermello Ajamil & Partners, Inc.
Caltran Engineering Group, Inc.
EV Services, Inc.
Glue IQ LLC
Greenfield Diversified, LLC
HDR Engineering, Inc.
Hammond & Associates, Inc.
J Bonfill and Associates Inc.
New Millennium Design Consultants, Inc.
NV5, Inc.
Parsons Transportation Group Inc.
Program Controls, Inc.

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

DUE DILIGENCE – FIRM NO. 4: GANNETT / Contract No. CIP215-DTPW19-DE (5)

Company Principal:	Rafael Garcia-Toledo
Company Qualifier:	Pablo Rodriguez
Company Street Address:	2520 SW 22nd Street, Suite 2-169, Miami, FL 33145
Company Email Address:	ralph@ralphg-t.com
Years in Business:	31
SBD Violation Report:	According to SBD's database, Gannett does not have a record of open or closed small business, wage and/or workforce violations within the last three years.
SBD Firm History Report:	The BMWS report attached as Exhibit 12 reflects that within the last three years, as a Prime Consultant, Gannett was awarded four contracts, three through EDP, with a total value of $2,821,898. There are nine evaluations on record for BCC in CIIS with an average rating of 3.7 out of a possible 4.0 points.
Subconsultants:	Included below are the subconsultants that Gannett has identified for the Project.

Acai Associates, Inc.
Caltran Engineering Group, Inc.
CDM Smith Inc
F.R. Aleman and Associates, Inc.
G-T Construction Group Inc
Infinite Source Communications Group, LLC
Lea & Elliott, Inc.
Nova Consulting, Inc.
Program Controls, Inc.
Quest Ecology Inc.
Tierra South Florida, Inc.

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

DUE DILIGENCE – FIRM NO. 5: HNTB / Contract No. CIP215-DTPW19-DE (4)

Company Principal: Gus Pego

Company Qualifier: Vilma Croft, P.E.

Company Street Address: 161 NW 6th Street, Suite 1000, Miami, FL 33136

Company Email Address: vcroft@hntb.com

Years in Business: 28

SBD Violation History: According to SBD's database, HNTB does not have a record of open or closed small business, wage and/or workforce violations within the last three years.

SBD Firm History Report: The BMWS report attached as Exhibit 13 reflects that within the last three years, as a Prime Consultant, HNTB was awarded seven contracts issued through EDP for a total of $1,665,609. Exhibit 13 does not include Contract No. CIP155-DTPW19-CEI for construction, engineering, and inspection services, which was approved by the Board on February 2, 2021, via Resolution No. R-79-21, for $21,185,737.85. There are two evaluations on record for HNTB in CIIS with an average rating of 3.6 out of a possible 4.0 points.

Subconsultants: Included below are the subconsultants that HNTB has identified for the Project.

Acai Associates, Inc.
Caltran Engineering Group, Inc.
Cambridge Systematics, Inc.
Connectics Transportation Group, Inc.
Creativision Media, Inc.
Fernandez-Beraud Inc.
F.R. Aleman and Associates, Inc.
Glass Land Acquisition Service Specialists, Inc.
Janus Research, Inc.
KTA-Tator, Inc.
Lea & Elliott, Inc.
Nova Consulting, Inc.
Terracon Consultants, Inc.

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

PROJECT NAME: Professional Services for Transit and Public Works Projects

PROJECT NO: CIP215

CONTRACT NO: CIP215-DTPW19-DE (1-5)

PROJECT DESCRIPTION:

DTPW has a need to establish five, non-exclusive PSAs in compliance with the applicable federal requirements under the FTA Circular 4220.1F, FTA's Best Practices Procurement Manual, and Florida Statute 287.055. DTPW intends to retain five consultants under separate, but identical non-exclusive PSAs. Each PSA will have an effective term of five years and a maximum compensation of $5,000,000.00 (exclusive of the contingency allowance). However, no minimum amount of work or compensation will be guaranteed. Funding for these services will be provided by PTP Bond Program funds and other local sources, on a project-by-project basis in accordance with negotiated fees and tasks described in each individual service work order. Future available use of funding from other sources such as FTA, Florida Department of Transportation, or other federal and state sources will be assigned as projects are identified and approved in the Multi-Year Capital Plan.

Professional and technical services for DTPW will include, but not necessarily be limited to the following: development of various DTPW plans and studies; detailed site plans; technical and operational planning; transit studies; environmental review and studies in accordance with the National Environmental Policy Act; marketing/branding services; public involvement, development of training programs; design criteria; permitting; engineering inspections; coatings inspection, to include certified inspection for in-process cleaning and painting of new and existing steel, aluminum and concrete structures; multimodal planning and design; right-of-way engineering and administration; transportation and transit planning; coatings consulting design, to include: coatings condition assessments of existing steel, aluminum, and concrete structures and specification and plan note development for cleaning and painting of new and existing steel, aluminum and concrete structures; traffic engineering; surveying; GIS; structural design and inspection services; geotechnical engineering; environmental engineering; electrical systems and mechanical engineering; water, sewer and drainage systems analysis and design; architecture; fire/life/safety consulting; transit services and operations planning assistance; cost estimating; configuration management, and other professional services required for DTPW projects that fall within the standards established under Florida Statute 287.055. These professional services will provide technical services to support DTPW with infrastructure facilities and system engineering, planning, analysis and design for our transit park and rides, guideways and facility needs in addition to supporting Strategic Miami Area Rapid Transit Plan corridor studies and design.

PARTICIPATION RESTRICTIONS: The Prime Consultants and/or sub-consultants selected for award of this solicitation will not be considered for any design-build projects, for which design criteria specifications are developed for DTPW under these PSAs.

USING / MANAGING DEPARTMENT: Department of Transportation and Public Works

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

PTP FUNDING: Yes

ARRA FUNDING: No

GOB FUNDING: No

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS

TYPE	CODE	DESCRIPTION
Prime	1.01	Transportation Planning – Urban Area and Regional Transportation Planning
Prime	16.00	General Civil Engineering
Other	1.02	Transportation Planning – Mass and Rapid Transit Planning
Other	2.01	Mass Transit Systems – Mass Transit Program (Systems) Management
Other	2.02	Mass Transit Systems – Mass Transit Feasibility & Technical Studies
Other	2.04	Mass Transit Systems -Mass Transit Controls, Communications & Information Systems
Other	2.06	Mass Transit Systems – Mass Transit Safety Certification for System Elements
Other	3.01	Highway Systems – Site Development and Parking Lot Design
Other	3.03	Highway Systems – Bridge Design
Other	3.04	Highway Systems – Traffic Engineering Studies
Other	3.05	Highway Systems – Traffic Counts
Other	3.06	Highway Systems – Traffic Calming
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	6.01	Water and Sanitary Sewer Systems – Water Distribution and Sanitary Sewage Collection and Transmission Systems
Other	6.02	Water and Sanitary Sewer Systems – Water and Sanitary Sewage Pumping Facilities
Other	8.00	Telecommunication Systems
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	10.01	Environmental Engineering – Stormwater Drainage Design Engineering Services
Other	10.05	Environmental Engineering – Contamination Assessment and Monitoring
Other	11.00	General Structural Engineering
Other	12.00	General Mechanical Engineering
Other	13.00	General Electrical Engineering
Other	14.00	Architecture
Other	15.01	Surveying and Mapping – Land Surveying

EXHIBIT 1
ADDITIONAL PROJECT REQUIREMENTS

TYPE	CODE	DESCRIPTION
Other	15.02	Surveying and Mapping – Aerial Photogrammetry
Other	15.03	Surveying and Mapping – Underground Utility Location
Other	17.00	Engineering Construction Management
Prime	18.00	Architectural Construction Management
Other	19.01	Value Analysis and Life-Cycle Costing – Transportation Planning
Other	19.02	Value Analysis and Life-Cycle Costing – Mass Transit Systems
Other	20.00	Landscape Architecture
Other	21.00	Land-Use Planning
Other	22.00	ADA Title II Consultant
Other	26.00	Claims Analysis Services

SUSTAINABLE BUILDINGS ORDINANCE: (I.O NO. 8-8) Did the Notice to Professional Consultants contain Specific Language requiring compliance with the Sustainable Buildings Program?
Not Applicable

SEA LEVEL RISE: The impact of Sea Level Rise will be considered as part of the design when applicable (**Ordinance No. 14-79**).

TOTAL CONTRACT PERIOD: 1825 days - Each PSA shall remain in full force and effect for five years after its date of execution, or until depletion of the funds allocated to pay for the cost of the services described in the PSA.

CONTINGENCY PERIOD: 183 Days
Based on the five-year term of the PSAs.

IG FEE INCLUDED IN BASE CONTRACT: No

ART IN PUBLIC PLACES: No

REVIEW COMMITTEE: **MEETING DATE: N/A SIGNOFF DATE: 2/11/2020**

APPLICABLE WAGES: Not Applicable (**Resolution No. R-54-10**)

MANDATORY CLEARING HOUSE: Not Applicable

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: None

Item	Project CIP No.	Project Title	Total Project Cost	Design Cost	Funding Type for Design	Project No.	Program No.	PTP Category	Guiding Principles & Priorities	Year Project Added to the PTP Plan	Justification for Addition/Deletion of Projects
1	CIP195	Golden Glades Multimodal Transportation Facility (GGMTF) Bicycle and Pedestrian Improvements Connecting to the Sunshine Station	$17,580,309.00	$2,100,800.00	FDOT - $1,050,400 PTP Capital Reserve Fund - $1,050,400	3002114	2000000984	Post Unification	6	FY 2019-2024 January 23, 2019 R-24-19	
2	OSP250	Transit Oriented Development (TOD) Master Plan for the South Corridor	$1,300,000.00	$1,300,000.00	PTP - $260,000 FTA 20005(b) - Pilot Program for TOD Planning Discretionary Grant - $1,040,000	3002562	672670	Post Unification	6	FY 2021-2025 April 20, 2021 R-347-21	
3	CIP164	SMART Plan BERT Beach Express South (Route f3)	$9,600,000.00	$520,000.00	FDOT - $178,000 PTP - $342,000	3002256	2000001205	Post Unification	6	FY 2018-2023 March 6, 2018 R-230-18	
4	CIP154	East West Corridor (SMART Plan) - Phase II DCP Package	$25,000,000.00	$500,000.00	PTP	3001040	672670	Original PTP	2	Original PTP 2002	
~~5~~	~~CIP236~~	~~Okeechobee Transit Station Ped Bridge -~~ **REMOVED**	~~2,875,000.00~~	~~725,000.00~~	~~FTA 5307-Urbanized Area Formula Grant~~	~~3002958~~	~~2000001594~~			~~Pending~~	Removed from the Capital Budget/Plan FY 21-22
6	CIP152	SMART Plan North Corridor Planning and Implementation	$2,286,000.00	$1,787,000.00	PTP Capital Reserve Fund	3002320	672670	Original PTP	2	Original PTP 2002	
7	CIP157	SMART Plan Flagler Corridor Planning and Implementation	$2,011,398.00	$2,011,398.00	FTA 5307 Transfer - $1,723,917.00 PTP Capital Reserve Fund - $287,481.00	3002329	672670	Post Unification	6 & 8	Original PTP 2002	
8	CIP156	SMART Plan Kendall Corridor Planning and Implementation	$1,723,917.00	$1,723,917.00	FTA 5307 Transfer	3002319	672670	Original PTP	2	Original PTP 2002	
~~9~~	~~CIP228~~	~~SMART Plan Northeast Corridor Planning and Implementation -~~ **REMOVED**	~~$25,000,000.00~~	~~$3,000,000.00~~	~~PTP Capital Reserve Fund~~	~~3002318~~	~~672670~~			~~Original PTP 2002~~	Professional services will be obtained through Supplemental Agreement No. 2 under Contract Number CIP142-1-TPW16-PE1 (1), approved by the Board on October 5, 2021 via Resolution No. R-933-21
10	CIP232	BERT Route b Park & Ride at SW 152nd Street & Turnpike	$150,000.00	$150,000.00	PTP	3002995	677200	Post Unification	8	FY 2021-2025 April 20, 2021 R-347-21	
11	CIP231	BERT Route b Park & Ride at SW 288th Street (SMART BERT	$150,000.00	$150,000.00	PTP	3002994	677200	Post Unification	8	FY 2021-2025 April 20, 2021 R-347-21	
12	CIP230	BERT Route b Park & Ride at Tamiami Executive Airport	$150,000.00	$100,000.00	PTP	3002993	677200	Post Unification	8	FY 2021-2025 April 20, 2021 R-347-21	
13	CIP233	BERT Route b Park & Ride at SW 211 Street	$150,000.00	$150,000.00	PTP	3002996	677200	Post Unification	8	FY 2021-2025 April 20, 2021 R-347-21	
14	CIP227	South Dade Area Bus Maintenance Facility	$56,214,000.00	$8,000,000.00	PTP	3002564	2000001321	Post Unification	8	FY 2021-2025 April 20, 2021 R-347-21	
15	OSP258	Beach TOD	$1,125,000.00	$1,125,000.00	FTA 20005(b) - Pilot Program for TOD Planning Discretionary Grant - $900,000 PTP - $225,000	3002956	672670	Post Unification	2	FY 2021-2025 April 20, 2021 R-347-21	
16	CIP014	Park and Ride at South Miami Transit Way and SW 344th Street	$11,319,688.00	$723,846.00	FDOT - $246,837 PTP - $296,676 FTA Section 5307/5309 Formula Grant - $180,333	75317	671610	Post Unification	2	2017-2018 (FY18-23) March 6, 2018	
17	IRP103	Metromover Fire Panel Upgrade	$3,307,000.00	$330,700.00	PTP	3001387	673910	Post Unification	12	FY 2019-2024 January 23, 2019 R-24-19	

Item	Project CIP No.	Project Title	Total Project Cost	Design Cost	Funding Type for Design	Project No.	Program No.	PTP Category	Guiding Principles & Priorities	Year Project Added to the PTP Plan	Justification for Addition/Deletion of Projects
18	CIP260	Mount Sinai Transit Terminal SMART Terminal	$3,574,000.00	$464,000.00	FDOT - $232,000.00 PTP - $232,000.00	3003059	672670	Post Unification	2	Pending	
~~19~~	~~PW Proj. No. not assigned yet~~	~~NW 17th Avenue Bridge Replacement PDE~~ **REMOVED**	~~47,382,000.00~~	~~808,339.00~~	~~Road Impact Fees (RIF)~~	~~3001933~~	~~2000000534~~			~~N/A~~	Included in the Bridge Engineering PSA
~~20~~	~~PW Proj No. 20200315~~	~~Matheson Hammacks Bridge Replacement~~ **REMOVED**	~~4,500,000.00~~	~~1,300,000.00~~	~~CIIP Program Revenues~~	~~3002350~~	~~PROS Program No. 2000001275 OMB Work Order No. PR2021-014~~			~~N/A~~	Included in the Bridge Engineering PSA
~~21~~	~~PW Proj. No. not assigned yet~~	~~NW 22nd Avenue and Miami River Bridge Study~~ **REMOVED**	~~8,455,000.00~~	~~530,000.00~~	~~RIF~~	~~3002668~~	~~2000000534~~			~~N/A~~	Included in the Bridge Engineering PSA
22	CIP155	SMART Plan Rapid Transit Projects - **ADDED**	$368,233,493.42	$725,000.00	FTA Section 5309 Discretionary Grant	3002043	2000000973	Original PTP	2	Original PTP 2002	Consultant services for development new faregate system to be proposed along the all corridors
23	IRP 333A-333C	Parking Lot Refurbishment at Central, Coral Way and Northeast Bus Facility **- ADDED**	$12,981,989.00	$1,915,000.00	PTP	3003215	2000001734	Post Unification	12	Pending subject to approval of the project in the PTP Five-Year Implementation Plan.	New project added to the IRP Capital Improvements Projects list for the 3 existing bus facilities for design services to reconfigure the bus parking area to provide safer and more efficient vehicular and employee circulation throughout the site.
24	CIP235	The Underline - Phases 3 - 9 - **ADDED**	$103,141,009.00	$1,085,000.00	RIF	3002666	2000000133	NA		N/A	Post design services from consultant during the Design build phase of the project
N/A	N/A	Future Capital Projects **- ADDED**	N/A	$2,638,339.00	Future Funding and Approved Capital Projects	NA	NA	NA		N/A	
				Total Anticipated Cost of Professional Services	**$27,500,000.00**						

EXHIBIT 3

From: Benitez, Hugo (CAO)
To: Valin, Pablo (ISD)
Subject: Fw: Premier Design Solutions
Date: Thursday, April 23, 2020 3:53:34 PM

Pablo:

I have reviewed the facts stated in the e mail chain that you sent to me relating to the late submittal of the statement of qualifications of Premier Design Solutions ("Premier"). We believe Premier is not responsive to the County's competitive solicitation. This finding is consistent with earlier findings of this office based on federal precedent that the proposer is fully responsible for the timely delivery of electronic documents through BidSync, even in those instances where the proposer encounters transmittal difficulties.

In light of existing emergency circumstances, however, I add two issues for your consideration:

1. The delay experienced by Premier was not based on the general unavailability or inaccessibility of the system for protracted periods in anticipation of the deadline. This assumption appears to be supported by your receipt of other, timely, submittals in this process. It appears that Premier started to process late and simply ran out of time.
2. The Consultants Competitive Negotiations Act, and the County's implementing legislation, contains an exemption from the competitive process governing the selection of architects and engineers when there is a valid certification of an emergency by the agency head. Mayor Gimenez has by executive order declared such a state of emergency. Under the circumstances you may, but are not required to, act outside of the requirements of the rules announced in the formal procurement to allow the participation of the disqualified bidder based on the finding that you are waiving the requirements of the law for that limited purpose. The decision to act outside of the formal requirements of your solicitation needs to be documented and justified in writing. In other words, although

Premier remains not responsive, you may choose to include them in the process justified by the exigent circumstances, including maximizing competition, difficulties in transmission resulting from extensive use of the internet, and similar reasons which are not arbitrary, discriminatory or illegal. Before this decision is made, you should consult any limitations imposed by the funding source of the project.

Please call me if you have any questions in this regard.

Hugo Benitez

Due to the unprecedented and changing situation involving COVID-19, the County Attorney's Office is currently working remotely. We will have limited access to regular mail, physical files, and other resources that we would otherwise have while working in-office. As a result, we ask that you please correspond with us by e-mail or send an electronic copy of any physical document you send to our offices to this e-mail address. We also will have limited access to certain physical and other records in response to discovery, public records requests, and other similar requests and ask for your patience and understanding in any delayed or untimely response. To the extent that we have stored data or information online and readily accessible, we will continue to provide it in a timely manner. Please also note that our fax machine has been disconnected and is no longer being used for incoming correspondence at this time. We appreciate your cooperation at this difficult time. Thank you.

EXHIBIT 4

FIRST - TIER MEETING
June 25, 2020

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
Professional Services for Transit and Public Works Project CIP215-DTPW19-DE (1,2,3,4 &5)
ISD PROJECT NO. E19-DTPW-11

TABULATION SHEET
ISD PROJECT NO. E19-DTPW-11

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		ISABEL PADRON (DTPW)	JIE BIAN (DTPW)	ERNESTO BELTRE (MDAD)	KEITH RICHARDSON (RER)	TEWARI EDMONSON (TPO)									
1	HNTB CORP.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	41	48	43	47	49	228	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	18	17	19	19	91	18	12	24					
	3A - Past Performance of the Firms (Max. 20 points)	16	18	17	17	17	85	17	11	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	4	4	3	3	17	3	2	5					
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	4	5	5	23	5	3	6					
		83	92	85	91	93					444				
	Ordinal Scores	4	2	6	5	4									
	Dropped Ordinal Scores		2	6								4	13	4	4
	Dropped Qualitative Scores	83				93					268				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														
2	TY LIN INTERNATIONAL														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	39	40	47	47	48	221	44	30	59					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	15	19	19	18	86	17	12	23					
	3A - Past Performance of the Firms (Max. 20 points)	18	15	19	18	17	87	17	12	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	4	5	3	22	4	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	5	3	5	5	5	23	5	3	6					
		82	78	94	94	91					439				
	Ordinal Scores	5	9	3	2	6									
	Dropped Ordinal Scores		9		2							5	14	5	5
	Dropped Qualitative Scores		78		94						267				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														

19

FIRST - TIER MEETING June 25, 2020 DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS Professional Services for Transit and Public Works Project CIP215-DTPW19-DE (1,2,3,4 &5) ISD PROJECT NO. E19-DTPW-11		COMPETITIVE SELECTION COMMITTEE													
	TABULATION SHEET ISD PROJECT NO. E19-DTPW-11	ISABEL PADRON (DTPW)	JIE BIAN (DTPW)	ERNESTO BELTRE (MDAD)	KEITH RICHARDSON (RER)	TEWARI EDMONSON (TPO)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
3	**GANNETT FLEMING INC.**														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	48	44	46	47	230	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	18	18	18	18	90	18	12	24					
	3A - Past Performance of the Firms (Max. 20 points)	16	18	18	17	18	87	17	12	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	3	2	1	1	9	2	1	2					
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	5	5	24	5	3	6					
		86	91	87	87	89					440				
	Ordinal Scores	1	3	5	8	8									
	Dropped Ordinal Scores	1			8							6	16	6	6
	Dropped Qualitative Scores	86	91								263				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														
4	**KIMLEY-HORN & ASSOCIATES INC.**														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	41	42	50	48	48	229	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	17	20	19	19	91	18	12	24					
	3A - Past Performance of the Firms (Max. 20 points)	15	14	18	17	18	82	16	11	22					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	4	4	5	22	4	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	5	3	5	5	5	23	5	3	6					
		81	81	97	93	95					447				
	Ordinal Scores	6	8	1	3	2									
	Dropped Ordinal Scores		8	1								3	11	2	3
	Dropped Qualitative Scores		81	97							269				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														

FIRST - TIER MEETING
June 25, 2020

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
Professional Services for Transit and Public Works Project CIP215-DTPW19-DE (1,2,3,4 &5)
ISD PROJECT NO. E19-DTPW-11

TABULATION SHEET
ISD PROJECT NO. E19-DTPW-11

		COMPETITIVE SELECTION COMMITTEE													
		ISABEL PADRON (DTPW)	JIE BIAN (DTPW)	ERNESTO BELTRE (MDAD)	KEITH RICHARDSON (RER)	TEWARI EDMONSON (TPO)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
5	**HW LOCHNER INC.**														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	40	42	40	47	46	215	43	29	57					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	15	16	18	16	83	17	11	22					
	3A - Past Performance of the Firms (Max. 20 points)	12	19	15	15	18	79	16	11	21					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	5	4	4	3	20	4	3	5					
21	5A - Ability of team members to interface with the County (Max 5 points)	5	3	4	5	5	22	4	3	6					
		79	84	79	89	88					419				
	Ordinal Scores	7	6	9	7	9									
	Dropped Ordinal Scores		6	9								9	23	9	9
	Dropped Qualitative Scores	79			89						251				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														
6	**BCC ENGINEERING LLC**														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	40	43	49	49	49	230	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	15	20	19	19	88	18	12	23					
	3A - Past Performance of the Firms (Max. 20 points)	15	19	18	17	19	88	18	12	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	4	3	2	4	16	3	2	4					
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	5	5	24	5	3	6					
		78	85	95	92	96					446				
	Ordinal Scores	8	5	2	4	1									
	Dropped Ordinal Scores	8				1						1	11	2	2
	Dropped Qualitative Scores	78				96					272				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														

FIRST - TIER MEETING
June 25, 2020

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
Professional Services for Transit and Public Works Project CIP215-DTPW19-DE (1,2,3,4 &5)
ISD PROJECT NO. E19-DTPW-11

TABULATION SHEET
ISD PROJECT NO. E19-DTPW-11

		COMPETITIVE SELECTION COMMITTEE													
		ISABEL PADRON (DTPW)	JIE BIAN (DTPW)	ERNESTO BELTRE (MDAD)	KEITH RICHARDSON (RER)	TEWARI EDMONSON (TPO)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
7	EAC CONSULTING INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	45	42	45	47	224	45	30	60					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	18	17	17	17	85	17	11	23					
	3A - Past Performance of the Firms (Max. 20 points)	15	16	17	15	18	81	16	11	22					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	3	4	3	3	5	18	4	2	5					
22	5A - Ability of team members to interface with the County (Max 5 points)	5	4	4	5	5	23	5	3	6					
		84	87	83	85	92					431				
	Ordinal Scores	3	4	7	9	5									
	Dropped Ordinal Scores	3			9							8	16	6	7
	Dropped Qualitative Scores			83		92					256				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														
8	AECOM TECHNICAL SERVICES INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	42	48	41	50	49	230	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	19	16	20	19	92	18	12	24					
	3A - Past Performance of the Firms (Max. 20 points)	18	19	18	19	19	93	19	12	25					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	3	2	1	2	10	2	1	3					
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	4	5	5	23	5	3	6					
		85	93	81	95	94					448				
	Ordinal Scores	2	1	8	1	3									
	Dropped Ordinal Scores		1	8								1	6	1	1
	Dropped Qualitative Scores			81	95						272				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														

FIRST - TIER MEETING
June 25, 2020

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
Professional Services for Transit and Public Works Project CIP215-DTPW19-DE (1,2,3,4 &5)
ISD PROJECT NO. E19-DTPW-11

TABULATION SHEET
ISD PROJECT NO. E19-DTPW-11

	COMPETITIVE SELECTION COMMITTEE													
	ISABEL PADRON (DTPW)	JIE BIAN (DTPW)	ERNESTO BELTRE (MDAD)	KEITH RICHARDSON (RER)	TEWARI EDMONSON (TPO)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
MARLIN ENGINEERING INC.														
1A - Qualification of firms including team members associated to the project (Max. 50 points)	38	42	47	47	48	222	44	30	59					
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	14	15	19	17	17	82	16	11	22					
3A - Past Performance of the Firms (Max. 20 points)	14	17	17	16	17	81	16	11	22					
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	4	5	3	22	4	3	6					
5A - Ability of team members to interface with the County (Max 5 points)	5	3	5	5	5	23	5	3	6					
	76	82	92	90	90					430				
Ordinal Scores	9	7	4	6	7									
Dropped Ordinal Scores	9		4								7	20	8	8
Dropped Qualitative Scores	76		92							262				
Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														

Cristina Amores, ISD Chairperson

Pending Compliance Review

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

EXHIBIT 5

DOLLARS AWARDED & PAID TEAM REPORT

Project Name: Professional Services for Transit and Public Works Projects

Project No.: E19-DTPW-11

Measures: N/A

No. of Agreements: 5

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 03/20/2020

		Awarded Amount	Paid Amount
Team No.: 1			
	HNTB CORPORATION	200,000.00	0.00
	NOVA CONSULTING INC	11,450,000.00	3,903,604.23
	ACAI ASSOCIATES INC	208,000.00	225,785.13
	TERRACON CONSULTANTS INC	130,765.00	1,040,606.30
	CALTRAN ENGINEERING GROUP INC	369,593.91	0.00
	CAMBRIDGE SYSTEMATICS INC	0.00	0.00
	CONNETICS TRANSPORTATION GROUP, INC.	0.00	0.00
	F R ALEMAN & ASSOCIATES INC	0.00	341,240.22
	FERNANDEZ-BERAUD INC	0.00	0.00
	LEA & ELLIOTT INC	13,430,250.00	0.00
	Team Total:	**$ 25,788,608.91**	**$ 5,511,235.88**
Team No.: 2			
	T Y LIN INTERNATIONAL	21,061,286.80	1,247,535.31
	PEREZ & PEREZ ARCHITECTS PLANNERS INC	865,000.00	85,709.08
	ROSS & BARUZZINI INC	5,913,750.00	33,274.11
	NIFAH & PARTNERS CONSULTING ENGINEERS	0.00	228,161.35
	TRANSIT SYSTEMS ENGINEERING, INC.	0.00	0.00
	JAKES ASSOCIATES INC	0.00	0.00
	FERNANDEZ-BERAUD INC	0.00	0.00
	CALTRAN ENGINEERING GROUP INC	369,593.91	0.00
	I.F. ROOKS & ASSOCIATES, LLC	0.00	0.00
	PMA CONSULTANTS LLC	0.00	0.00
	CONSOR ENGINEERS LLC	0.00	30,416.73
	GEOSOL INC	0.00	68,030.32
	NV5	52,000.00	253,450.30
	MANUEL G VERA AND ASSOC INC	0.00	182,765.88
	Team Total:	**$ 28,261,630.71**	**$ 2,129,343.08**

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

DOLLARS AWARDED & PAID TEAM REPORT

Project Name: Professional Services for Transit and Public Works Projects

Project No.: E19-DTPW-11

Measures: N/A

No. of Agreements: 5

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 03/20/2020

		Awarded Amount	Paid Amount
Team No.: 3			
	GANNETT FLEMING INC	6,428,709.54	6,246,333.90
	ACAI ASSOCIATES INC	208,000.00	225,785.13
	CALTRAN ENGINEERING GROUP INC	369,593.91	0.00
	LEA & ELLIOTT INC	13,430,250.00	0.00
	CDM SMITH INC	33,800,000.00	6,919,114.81
	F R ALEMAN & ASSOCIATES INC	0.00	341,240.22
	NOVA CONSULTING INC	11,450,000.00	3,903,604.23
	PROGRAM CONTROLS INC	0.00	6,821,525.23
	TIERRA SOUTH FLORIDA INC	12,000.00	24,329.73
	Team Total:	**$ 65,698,553.45**	**$ 24,481,933.25**
Team No.: 4			
	KIMLEY-HORN & ASSOCIATES INC	7,669,830.45	496,062.04
	305 CONSULTING ENGINEERS LLC	1,297,612.50	22,650.41
	AYRES ASSOCIATES INC	0.00	0.00
	BLISS & NYITRAY INC	198,825.00	170,421.36
	GEOSOL INC	0.00	68,030.32
	LONGITUDE SURVEYORS LLC	0.00	63,056.02
	MANUEL G VERA AND ASSOC INC	0.00	182,765.88
	PE CONSULTING ENGINEERING INC	550,000.00	0.00
	PMA CONSULTANTS LLC	0.00	0.00
	ROSS & BARUZZINI INC	5,913,750.00	33,274.11
	TIERRA SOUTH FLORIDA INC	12,000.00	24,329.73
	WOLFBERG ALVAREZ & PARTNERS INC	184,543.43	60,255.83
	ZYSCOVICH INC	200,000.00	1,752,262.20
	Team Total:	**$ 16,026,561.38**	**$ 2,873,107.90**

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

DOLLARS AWARDED & PAID TEAM REPORT

Project Name: Professional Services for Transit and Public Works Projects

Project No.: E19-DTPW-11

Measures: N/A

No. of Agreements: 5

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 03/20/2020

		Awarded Amount	Paid Amount
Team No.: 5			
	H W LOCHNER INC	279,000.00	0.00
	PARSONS TRANSPORTATION GROUP INC	0.00	1,728,378.70
	LEA & ELLIOTT INC	13,430,250.00	0.00
	SANJEEV SHAH, INC.	0.00	0.00
	TIERRA SOUTH FLORIDA INC	12,000.00	24,329.73
	ELAND ENGINEERING, INC.	0.00	0.00
	BERMELLO AJAMIL & PARTNERS INC	15,056,446.63	652,187.32
	CYRIACKS ENVIRONMENTAL CONSULTING	0.00	0.00
	GPI GEOSPATIAL INC	0.00	590,410.77
	CONSOR ENGINEERS LLC	0.00	30,416.73
	HADONNE CORP	0.00	0.00
	EXP US SERVICES INC	215,000.00	0.00
	TINDALE OLIVER & ASSOCIATES INC	0.00	7,905.90
	PMA CONSULTANTS LLC	0.00	0.00
	SMART SCIENCES INCORPORATED	0.00	0.00
	MIAMI ENVIRONMENTAL & CIVIL ENGINEERING, LLC	0.00	20,155.00
	QUALITY COUNTS, LLC	0.00	0.00
	Team Total:	**$ 28,992,696.63**	**$ 3,053,784.15**

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

DOLLARS AWARDED & PAID TEAM REPORT

Project Name: Professional Services for Transit and Public Works Projects

Project No.: E19-DTPW-11

Measures: N/A

No. of Agreements: 5

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 03/20/2020

		Awarded Amount	Paid Amount
Team No.: 6			
	BCC ENGINEERING LLC	0.00	0.00
	PARSONS TRANSPORTATION GROUP INC	0.00	1,728,378.70
	HDR ENGINEERING INC	6,113,750.00	214,325.26
	BERMELLO AJAMIL & PARTNERS INC	15,056,446.63	652,187.32
	A & P CONSULTING TRANSPORTATION ENGINEER	0.00	0.00
	NEW MILLENNIUM DESIGN CONSULTANTS INC	249,333.68	106,723.53
	NV5	52,000.00	253,450.30
	CALTRAN ENGINEERING GROUP INC	369,593.91	0.00
	HAMMOND & ASSOCIATES INC	130,000.00	17,862.00
	PROGRAM CONTROLS INC	0.00	6,821,525.23
	J BONFILL & ASSOCIATES INC	932.01	121,032.66
	Team Total:	**$ 21,972,056.23**	**$ 9,915,485.00**
Team No.: 7			
	EAC CONSULTING INC	2,200,000.00	7,116,255.60
	JACOBS ENGINEERING GROUP INC	12,456,607.19	348,624.70
	A & P CONSULTING TRANSPORTATION ENGINEER	0.00	0.00
	PMA CONSULTANTS LLC	0.00	0.00
	TRANSIT SYSTEMS ENGINEERING, INC.	0.00	0.00
	GCES ENGINEERING SERVICES LLC	0.00	23,285.77
	LONGITUDE SURVEYORS LLC	0.00	63,056.02
	SMART SCIENCES INCORPORATED	0.00	0.00
	Team Total:	**$ 14,656,607.19**	**$ 7,551,222.09**

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

DOLLARS AWARDED & PAID TEAM REPORT

Project Name: Professional Services for Transit and Public Works Projects

Project No.: E19-DTPW-11

Measures: N/A

No. of Agreements: 5

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 03/20/2020

		Awarded Amount	Paid Amount
Team No.: 8			
	AECOM TECHNICAL SERVICES INC	19,302,150.00	16,899,780.00
	WSP USA INC	7,500,000.00	843,696.25
	HBC ENGINEERING COMPANY	300,000.00	4,539,013.46
	CALTRAN ENGINEERING GROUP INC	369,593.91	0.00
	RADISE INTERNATIONAL LC	34,707.00	10,974.32
	PMA CONSULTANTS LLC	0.00	0.00
	NOVA CONSULTING INC	11,450,000.00	3,903,604.23
	SHIMMICK CONSTRUCTION COMPANY, INC.	0.00	0.00
	MANUEL G VERA AND ASSOC INC	0.00	182,765.88
	I.F. ROOKS & ASSOCIATES, LLC	0.00	0.00
	HR ENGINEERING SERVICES INC	0.00	65,146.28
	Team Total:	**$ 38,956,450.91**	**$ 26,444,980.42**

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

DOLLARS AWARDED & PAID TEAM REPORT

Project Name: Professional Services for Transit and Public Works Projects

Project No.: E19-DTPW-11

Measures: N/A

No. of Agreements: 5

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 03/20/2020

Team No.: 9

	Awarded Amount	Paid Amount
MARLIN ENGINEERING INC	824,167.40	16,941.68
ACAI ASSOCIATES INC	208,000.00	225,785.13
ASA CONSULTANTS, INC.	502,000.00	0.00
BELLO & BELLO LAND SURVEYING CORPORATION	0.00	0.00
CALTRAN ENGINEERING GROUP INC	369,593.91	0.00
F R ALEMAN & ASSOCIATES INC	0.00	341,240.22
GOAL ASSOCIATES INC	545,176.34	0.00
HDR ENGINEERING INC	6,113,750.00	214,325.26
KITTELSON & ASSOCIATES INC	3,300,000.00	0.00
LEA & ELLIOTT INC	13,430,250.00	0.00
LONGITUDE SURVEYORS LLC	0.00	63,056.02
MILLER LEGG & ASSOCIATES INC	2,637,000.00	40,399.07
NOVA ENGINEERING & ENVIRONMENTAL LLC	0.00	8,869.88
SANJEEV SHAH, INC.	0.00	0.00
SNUBBS CONSULTING INC	205,180.00	0.00
SSN ENGINEERING LLC	400,000.00	0.00
STV INCORPORATED	50,000.00	9,630.44
TERRACON CONSULTANTS INC	130,765.00	1,040,606.30
Team Total:	**$ 28,715,882.65**	**$ 1,960,854.00**

EXHIBIT 6

DOLLARS AWARDED & PAID TEAM REPORT

Project Name: Professional Services for Transit and Public Works Projects
Project No.: E19-DTPW-11
Measures: N/A
No. of Agreements: 5
Contract Type: PROFESSIONAL SERVICES AGREEMENT
Submittal Date: 03/20/2020

		Awarded Amount	Paid Amount
Team No.: 1			
	HNTB CORPORATION	200,000.00	18,036,906.87
	NOVA CONSULTING INC	11,450,000.00	4,274,291.23
	ACAI ASSOCIATES INC	208,000.00	225,785.13
	TERRACON CONSULTANTS INC	130,765.00	1,040,606.30
	CALTRAN ENGINEERING GROUP INC	369,593.91	0.00
	CAMBRIDGE SYSTEMATICS INC	0.00	0.00
	CONNETICS TRANSPORTATION GROUP, INC.	0.00	0.00
	F R ALEMAN & ASSOCIATES INC	0.00	434,782.14
	FERNANDEZ-BERAUD INC	0.00	0.00
	LEA & ELLIOTT INC	13,430,250.00	0.00
	Team Total:	**$ 25,788,608.91**	**$ 24,012,371.67**
Team No.: 2			
	T Y LIN INTERNATIONAL	21,061,286.80	1,247,535.31
	PEREZ & PEREZ ARCHITECTS PLANNERS INC	865,000.00	85,709.08
	ROSS & BARUZZINI INC	5,913,750.00	33,274.11
	NIFAH & PARTNERS CONSULTING ENGINEERS	0.00	228,161.35
	TRANSIT SYSTEMS ENGINEERING, INC.	0.00	0.00
	JAKES ASSOCIATES INC	0.00	0.00
	FERNANDEZ-BERAUD INC	0.00	0.00
	CALTRAN ENGINEERING GROUP INC	369,593.91	0.00
	I.F. ROOKS & ASSOCIATES, LLC	0.00	0.00
	PMA CONSULTANTS LLC	0.00	96,448.00
	CONSOR ENGINEERS LLC	0.00	30,416.73
	GEOSOL INC	0.00	68,030.32
	NV5	52,000.00	253,450.30
	MANUEL G VERA AND ASSOC INC	0.00	191,894.32
	Team Total:	**$ 28,261,630.71**	**$ 2,234,919.52**

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

DOLLARS AWARDED & PAID TEAM REPORT

Project Name: Professional Services for Transit and Public Works Projects

Project No.: E19-DTPW-11

Measures: N/A

No. of Agreements: 5

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 03/20/2020

		Awarded Amount	Paid Amount
Team No.: 3			
	GANNETT FLEMING INC	6,428,709.54	6,246,333.90
	ACAI ASSOCIATES INC	208,000.00	225,785.13
	CALTRAN ENGINEERING GROUP INC	369,593.91	0.00
	LEA & ELLIOTT INC	13,430,250.00	0.00
	CDM SMITH INC	33,800,000.00	6,919,114.81
	F R ALEMAN & ASSOCIATES INC	0.00	434,782.14
	NOVA CONSULTING INC	11,450,000.00	4,274,291.23
	PROGRAM CONTROLS INC	0.00	6,821,525.23
	TIERRA SOUTH FLORIDA INC	12,000.00	24,329.73
	Team Total:	**$ 65,698,553.45**	**$ 24,946,162.17**
Team No.: 4			
	KIMLEY-HORN & ASSOCIATES INC	7,669,830.45	496,062.04
	305 CONSULTING ENGINEERS LLC	1,297,612.50	22,650.41
	AYRES ASSOCIATES INC	0.00	0.00
	BLISS & NYITRAY INC	198,825.00	170,421.36
	GEOSOL INC	0.00	68,030.32
	LONGITUDE SURVEYORS LLC	0.00	63,056.02
	MANUEL G VERA AND ASSOC INC	0.00	191,894.32
	PE CONSULTING ENGINEERING INC	550,000.00	0.00
	PMA CONSULTANTS LLC	0.00	96,448.00
	ROSS & BARUZZINI INC	5,913,750.00	33,274.11
	TIERRA SOUTH FLORIDA INC	12,000.00	24,329.73
	WOLFBERG ALVAREZ & PARTNERS INC	184,543.43	60,255.83
	ZYSCOVICH INC	200,000.00	1,752,262.20
	Team Total:	**$ 16,026,561.38**	**$ 2,978,684.34**

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

DOLLARS AWARDED & PAID TEAM REPORT

Project Name: Professional Services for Transit and Public Works Projects

Project No.: E19-DTPW-11

Measures: N/A

No. of Agreements: 5

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 03/20/2020

		Awarded Amount	Paid Amount
Team No.: 5			
	H W LOCHNER INC	279,000.00	0.00
	PARSONS TRANSPORTATION GROUP INC	0.00	1,728,378.70
	LEA & ELLIOTT INC	13,430,250.00	0.00
	SANJEEV SHAH, INC.	0.00	0.00
	TIERRA SOUTH FLORIDA INC	12,000.00	24,329.73
	ELAND ENGINEERING, INC.	0.00	0.00
	BERMELLO AJAMIL & PARTNERS INC	15,056,446.63	634,825.32
	CYRIACKS ENVIRONMENTAL CONSULTING	0.00	0.00
	GPI GEOSPATIAL INC	0.00	590,410.77
	CONSOR ENGINEERS LLC	0.00	30,416.73
	HADONNE CORP	0.00	0.00
	EXP US SERVICES INC	215,000.00	0.00
	TINDALE OLIVER & ASSOCIATES INC	0.00	17,977.09
	PMA CONSULTANTS LLC	0.00	96,448.00
	SMART SCIENCES INCORPORATED	0.00	0.00
	MIAMI ENVIRONMENTAL & CIVIL ENGINEERING, LLC	0.00	20,155.00
	QUALITY COUNTS, LLC	0.00	0.00
	Team Total:	**$ 28,992,696.63**	**$ 3,142,941.34**

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

DOLLARS AWARDED & PAID TEAM REPORT

Project Name: Professional Services for Transit and Public Works Projects

Project No.: E19-DTPW-11

Measures: N/A

No. of Agreements: 5

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 03/20/2020

		Awarded Amount	Paid Amount
Team No.: 6			
	BCC ENGINEERING LLC	0.00	0.00
	PARSONS TRANSPORTATION GROUP INC	0.00	1,728,378.70
	HDR ENGINEERING INC	6,113,750.00	214,325.26
	BERMELLO AJAMIL & PARTNERS INC	15,056,446.63	634,825.32
	A & P CONSULTING TRANSPORTATION ENGINEER	6,921,500.00	596,004.79
	NEW MILLENNIUM DESIGN CONSULTANTS INC	249,333.68	106,723.53
	NV5	52,000.00	253,450.30
	CALTRAN ENGINEERING GROUP INC	369,593.91	0.00
	HAMMOND & ASSOCIATES INC	130,000.00	17,862.00
	PROGRAM CONTROLS INC	0.00	6,821,525.23
	J BONFILL & ASSOCIATES INC	932.01	121,032.66
	Team Total:	**$ 28,893,556.23**	**$ 10,494,127.79**
Team No.: 7			
	EAC CONSULTING INC	2,200,000.00	7,116,255.60
	JACOBS ENGINEERING GROUP INC	12,456,607.19	348,624.70
	A & P CONSULTING TRANSPORTATION ENGINEER	6,921,500.00	596,004.79
	PMA CONSULTANTS LLC	0.00	96,448.00
	TRANSIT SYSTEMS ENGINEERING, INC.	0.00	0.00
	GCES ENGINEERING SERVICES LLC	0.00	23,285.77
	LONGITUDE SURVEYORS LLC	0.00	63,056.02
	SMART SCIENCES INCORPORATED	0.00	0.00
	Team Total:	**$ 21,578,107.19**	**$ 8,243,674.88**

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

DOLLARS AWARDED & PAID TEAM REPORT

Project Name: Professional Services for Transit and Public Works Projects

Project No.: E19-DTPW-11

Measures: N/A

No. of Agreements: 5

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 03/20/2020

		Awarded Amount	Paid Amount
Team No.: 8			
	AECOM TECHNICAL SERVICES INC	75,702,150.00	16,899,780.00
	WSP USA INC	18,280,000.00	11,259,107.36
	HBC ENGINEERING COMPANY	300,000.00	4,539,013.46
	CALTRAN ENGINEERING GROUP INC	369,593.91	0.00
	RADISE INTERNATIONAL LC	34,707.00	10,974.32
	PMA CONSULTANTS LLC	0.00	96,448.00
	NOVA CONSULTING INC	11,450,000.00	4,274,291.23
	SHIMMICK CONSTRUCTION COMPANY, INC.	0.00	0.00
	MANUEL G VERA AND ASSOC INC	0.00	191,894.32
	I.F. ROOKS & ASSOCIATES, LLC	0.00	0.00
	HR ENGINEERING SERVICES INC	0.00	65,146.28
	Team Total:	**$ 106,136,450.91**	**$ 37,336,654.97**

MIAMI DADE COUNTY
INTERNAL SERVICES DEPARTMENT

DOLLARS AWARDED & PAID TEAM REPORT

Project Name: Professional Services for Transit and Public Works Projects

Project No.: E19-DTPW-11

Measures: N/A

No. of Agreements: 5

Contract Type: PROFESSIONAL SERVICES AGREEMENT

Submittal Date: 03/20/2020

Team No.: 9

	Awarded Amount	Paid Amount
MARLIN ENGINEERING INC	824,167.40	16,941.68
ACAI ASSOCIATES INC	208,000.00	225,785.13
ASA CONSULTANTS, INC.	502,000.00	0.00
BELLO & BELLO LAND SURVEYING CORPORATION	0.00	0.00
CALTRAN ENGINEERING GROUP INC	369,593.91	0.00
F R ALEMAN & ASSOCIATES INC	0.00	434,782.14
GOAL ASSOCIATES INC	545,176.34	0.00
HDR ENGINEERING INC	6,113,750.00	214,325.26
KITTELSON & ASSOCIATES INC	3,300,000.00	0.00
LEA & ELLIOTT INC	13,430,250.00	0.00
LONGITUDE SURVEYORS LLC	0.00	63,056.02
MILLER LEGG & ASSOCIATES INC	2,637,000.00	40,399.07
NOVA ENGINEERING & ENVIRONMENTAL LLC	0.00	8,869.88
SANJEEV SHAH, INC.	0.00	0.00
SNUBBS CONSULTING INC	205,180.00	0.00
SSN ENGINEERING LLC	400,000.00	0.00
STV INCORPORATED	50,000.00	9,630.44
TERRACON CONSULTANTS INC	130,765.00	1,040,606.30
Team Total:	**$ 28,715,882.65**	**$ 2,054,395.92**

RECONVENED FIRST - TIER MEETING
October 29, 2020
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
Professional Services for Transit and Public Works Project CIP215-DTPW19-DE (1,2,3,4 &5)
ISD PROJECT NO. E19-DTPW-11

TABULATION SHEET
ISD PROJECT NO. E19-DTPW-11

	NAME OF FIRM(S)	COMPETITIVE SELECTION COMMITTEE					SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
		ISABEL PADRON (DTPW)	JIE BIAN (DTPW)	ERNESTO BELTRE (MDAD)	KEITH RICHARDSON (RER)	TEWARI EDMONSON (TPO)									
1	HNTB CORP.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	41	48	43	47	49	228	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	18	17	19	19	91	18	12	24					
	3A - Past Performance of the Firms (Max. 20 points)	16	18	17	17	17	85	17	11	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	3	3	2	3	13	3	2	3					
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	4	5	5	23	5	3	6					
		82	91	84	90	93					440				
	Ordinal Scores	4	2	6	5	4									
	Dropped Ordinal Scores		2	6								6	13	4	5
	Dropped Qualitative Scores	82				93					265				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														
2	TY LIN INTERNATIONAL														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	39	40	47	47	48	221	44	30	59					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	15	19	19	18	86	17	12	23					
	3A - Past Performance of the Firms (Max. 20 points)	18	15	19	18	17	87	17	12	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	4	24	5	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	5	3	5	5	5	23	5	3	6					
		82	78	95	94	92					441				
	Ordinal Scores	6	9	3	3	5									
	Dropped Ordinal Scores		9	3								4	14	6	6
	Dropped Qualitative Scores		78	95							268				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														

RECONVENED FIRST - TIER MEETING
October 29, 2020

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
Professional Services for Transit and Public Works Project CIP215-DTPW19-DE (1,2,3,4 &5)
ISD PROJECT NO. E19-DTPW-11

TABULATION SHEET
ISD PROJECT NO. E19-DTPW-11

		COMPETITIVE SELECTION COMMITTEE													
		ISABEL PADRON (DTPW)	JIE BIAN (DTPW)	ERNESTO BELTRE (MDAD)	KEITH RICHARDSON (RER)	TEWARI EDMONSON (TPO)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
3	GANNETT FLEMING INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	48	44	46	47	230	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	18	18	18	18	90	18	12	24					
	3A - Past Performance of the Firms (Max. 20 points)	16	18	18	17	18	87	17	12	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	2	3	3	2	2	12	2	2	3					
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	5	5	24	5	3	6					
		86	91	88	88	90					443				
	Ordinal Scores	1	1	5	8	7									
	Dropped Ordinal Scores		1		8							5	13	4	4
	Dropped Qualitative Scores	86	91								266				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														
4	KIMLEY-HORN & ASSOCIATES INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	41	42	50	48	48	229	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	17	20	19	19	91	18	12	24					
	3A - Past Performance of the Firms (Max. 20 points)	15	14	18	17	18	82	16	11	22					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	5	25	5	3	7					
	5A - Ability of team members to interface with the County (Max 5 points)	5	3	5	5	5	23	5	3	6					
		82	81	98	94	95					450				
	Ordinal Scores	5	8	1	2	2									
	Dropped Ordinal Scores		8	1								2	9	2	2
	Dropped Qualitative Scores		81	98							271				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														

RECONVENED FIRST - TIER MEETING
October 29, 2020

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
Professional Services for Transit and Public Works Project CIP215-DTPW19-DE (1,2,3,4 &5)
ISD PROJECT NO. E19-DTPW-11

TABULATION SHEET
ISD PROJECT NO. E19-DTPW-11

		COMPETITIVE SELECTION COMMITTEE													
		ISABEL PADRON (DTPW)	JIE BIAN (DTPW)	ERNESTO BELTRE (MDAD)	KEITH RICHARDSON (RER)	TEWARI EDMONSON (TPO)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
5	HW LOCHNER INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	40	42	40	47	46	215	43	29	57					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	15	16	18	16	83	17	11	22					
	3A - Past Performance of the Firms (Max. 20 points)	12	19	15	15	18	79	16	11	21					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	4	24	5	3	6					
	5A - Ability of team members to interface with the County (Max 5 points)	5	3	4	5	5	22	4	3	6					
		80	84	80	90	89					423				
	Ordinal Scores	7	6	9	6	9									
	Dropped Ordinal Scores		6	9								9	22	9	9
	Dropped Qualitative Scores	80			90						253				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														
6	BCC ENGINEERING LLC														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	40	43	49	49	49	230	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	15	15	20	19	19	88	18	12	23					
	3A - Past Performance of the Firms (Max. 20 points)	15	19	18	17	19	88	18	12	23					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	3	3	18	4	2	5					
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	5	5	5	24	5	3	6					
		79	85	96	93	95					448				
	Ordinal Scores	8	5	2	4	1									
	Dropped Ordinal Scores	8				1						1	11	3	3
	Dropped Qualitative Scores	79		96							273				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														

RECONVENED FIRST - TIER MEETING
October 29, 2020

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
Professional Services for Transit and Public Works Project CIP215-DTPW19-DE (1,2,3,4 &5)
ISD PROJECT NO. E19-DTPW-11

TABULATION SHEET
ISD PROJECT NO. E19-DTPW-11

		COMPETITIVE SELECTION COMMITTEE														
		ISABEL PADRON (DTPW)	JIE BIAN (DTPW)	ERNESTO BELTRE (MDAD)	KEITH RICHARDSON (RER)	TEWARI EDMONSON (TPO)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
7	EAC CONSULTING INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	45	45	42	45	47	224	45	30	60					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	16	18	17	17	17	85	17	11	23					
	3A - Past Performance of the Firms (Max. 20 points)	15	16	17	15	18	81	16	11	22					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	4	4	4	4	3	19	4	3	5					
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	4	5	5	23	5	3	6					
		85	87	84	86	90					432				
	Ordinal Scores	2	4	7	9	7									
	Dropped Ordinal Scores	2			9							8	18	7	7
	Dropped Qualitative Scores			84		90					258				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														
8	AECOM TECHNICAL SERVICES INC.														
	1A - Qualification of firms including team members associated to the project (Max. 50 points)	42	48	41	50	49	230	46	31	61					
	2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	18	19	16	20	19	92	18	12	24					
	3A - Past Performance of the Firms (Max. 20 points)	18	19	18	19	19	93	19	12	25					
	4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	1	3	2	1	1	8	2	1	2					
	5A - Ability of team members to interface with the County (Max 5 points)	5	4	4	5	5	23	5	3	6					
		84	93	81	95	93					446				
	Ordinal Scores	3	1	8	1	3									
	Dropped Ordinal Scores		1	8								3	7	1	1
	Dropped Qualitative Scores			81	95						270				
	Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
	Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														

RECONVENED FIRST - TIER MEETING
October 29, 2020

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
Professional Services for Transit and Public Works Project CIP215-DTPW19-DE (1,2,3,4 &5)
ISD PROJECT NO. E19-DTPW-11

TABULATION SHEET
ISD PROJECT NO. E19-DTPW-11

	COMPETITIVE SELECTION COMMITTEE													
	ISABEL PADRON (DTPW)	JIE BIAN (DTPW)	ERNESTO BELTRE (MDAD)	KEITH RICHARDSON (RER)	TEWARI EDMONSON (TPO)	SUB-TOTAL	Average	Low Disparity	High Disparity	TOTAL & ADJ. QUALITATIVE SCORE	ADJ. QUALITATIVE RANKING	TOTAL ADJ. ORDINAL SCORES	ORDINAL RANKING	FINAL RANK
9 MARLIN ENGINEERING INC.														
1A - Qualification of firms including team members associated to the project (Max. 50 points)	38	42	47	47	48	222	44	30	59					
2A - Knowledge and Past Experience of similar type projects (Max. 20 points)	14	15	19	17	17	82	16	11	22					
3A - Past Performance of the Firms (Max. 20 points)	14	17	17	16	17	81	16	11	22					
4A - Amount of Work Awarded and Paid by the County (Max. 5 points)	5	5	5	5	4	24	5	3	6					
5A - Ability of team members to interface with the County (Max 5 points)	5	3	5	5	5	23	5	3	6					
	76	82	93	90	91					432				
Ordinal Scores	9	7	4	7	6									
Dropped Ordinal Scores	9		4								7	20	8	8
Dropped Qualitative Scores	76		93							263				
Tie-Breaker(CSC Ords)-Criterion 1A,2A,3A,4A,5A, then Total Qual. Points for 1A,2A,3A,4A,5A.														
Tie-Breaker (Total Ord. Score)-Total Adjusted Qual. Points, then Total Qual. Points for 1A,2A,3A,4A,5A														

Cristina Amores, ISD Chairperson
Pending Compliance Review

EXHIBIT 8

ISD - Small Business Development
111 NW 1st Street 19th Floor
Miami, FL 33128
305-375-3111

Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years as of Mar 15, 2021

WSP USA INC

2-10.4.01, Small Business Enterprise - Architecture and Engineering Program (SBE-A&E) - (1) A fourth SBE-A&E goal deficit and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in the debarment procedures of the County. (2) A consultant with an unpaid penalty cannot bid or otherwise participate in County contracts until the penalty is paid. (3) A firm with an SBE makeup plan requirement must submit a makeup plan for any bid/proposal via Business Management Workforce System (BMWS) addressing all or a portion of their makeup balance amount listed below. This requirement does not apply to contracts with a 100% SBE Set-Aside measure.

ID #	Date of Violation	Project Number	Dept	Underpayment Amount Identified	Underpayment Amount Recovered	SBE Goal Deficit Makeup Amount	SBE Goal Deficit Makeup Balance	Unpaid Penalty	Violation Reason	Violation Status	Closed Date
3375	02/14/2020	E13-MDT-01	MT			$0.00	-$55,900.00		Failed to meet the SBE-A/E sub-consultant Goal	Open	
2-10.4.01 - Summary						**$0.00**	**-$55,900.00**				

WSP USA INC

NOTICE TO CONTRACTING DEPARTMENTS AND THE PUBLIC HEALTH TRUST:

The following checked items must be addressed by the subject firm before the issuance of a new award, as a prime or subcontractor:

☐	Unpaid Penalty	This firm has an unpaid penalty. Prior to any future award, the firm must submit a check made payable to Miami-Dade County in the amount of unpaid penalty to the Small Business Development Division of the Internal Services Department.
☐	Small Business Enterprise Make-up Plan	This firm has an open Small Business Enterprise Goal Deficit Makeup balance and is required to submit an SBE Makeup Plan for any bid/proposal via the Business Management Workforce System addressing all portions of its makeup balance. This requirement does not apply to contracts with a 100% Set-aside measure.
☐	Unpaid Wages	This firm has wages due to its employees. Prior to any future award, the firm must pay employees the wages due and provide proof of payment to the Small Business Development Division of the Internal Services Department.

Exhibit 9

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

AECOM Technical Services, Inc. System Vendor Number: **20032017**

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	A05-GSA-01 GOB195-70311: ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR THE RENOVATION OF THE PRE-TRIAL DETENTION CENTER-40-YEAR RECERTIFICATION REPAIRS (SIC 871)	Sara Jimenez (change)	4 incomplete audits	5/6/2008 to 5/11/2022	$3,661,664	$1,704,343
	View	9217-2/25-1_0001: EMERGENCY MANAGEMENT AND HOMELAND SECURITY PROFESSIONAL SERVICES (PRE-QUALIFICATION POOL)	Carlos Garcia (change)		5/1/2015 to 4/30/2020	$0	$0
1	View	EDP-WS-SR-366: Hydraulic Modeling and Planning Support Services	Pedro Hernandez (change)		8/4/2020 to 8/4/2025	$250,000	$0
2	View	EDP-ID-I190038: I190038 LightSpeed EOC-Fire Parking Garage	Pedro Hernandez (change)		9/19/2019 to 9/19/2024	$388,236	$0
3	View	EDP-SP-2020-007: Mooring Analysis and Sea Level Rise Study	Pedro Hernandez (change)		4/5/2021 to 4/5/2026	$500,000	$0
	View	E14-MDT-01: NF-ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES FOR STATE ROAD 836 EXPRESS BUS SERVICE PARK & RIDE / BUS TERMINAL	Genevieve Cave-Hunt (change)		5/17/2016 to 5/16/2020	$1,273,596	$1,197,696
	View	E07-MDAD-01: NF-AVIATION PLANNING CONSULTANT SERVICES (SIC 871)	Genevieve Cave-Hunt (change)		7/17/2008 to 8/8/2013	$750,000	$119,089
	View	E07-WASD-09: NF-DESIGN CRITERIA FOR THE REPLACEMENT OF THE 54-INCH SANITARY SEWAGE FORCE MAIN FROM S. MIAMI BEACH TO THE CENTRAL DIST. WASTEWATER TREATMENT PLANT AND DESIGN CRITERIA FOR THE REPLACEMENT OF A 20-INCH WATER MAIN FROM PORT ISLAND TO FISHER ISLAND (SI	Pedro Hernandez (change)	1 incomplete audit	12/2/2008 to 12/17/2018	$8,000,000	$730,845
	View	E14-RER-03_0002: NF-ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES	Babu Madabhushi (change)		12/6/2016 to 12/20/2021	$3,300,000	$156,203
	View	A06-PARK-01 GOB_0001: NF-MIAMI METROZOO IMPROVEMENTS (SIC 871)	Sara Jimenez (change)		4/8/2008 to 4/7/2021	$6,698,250	$5,893,401
	View	A15-PROS-01 GOB: NF-PROS FULL SERVICES PSA - COASTAL PARKS NORTH	Sara Jimenez (change)		5/1/2017 to 4/30/2027	$2,304,050	$1,040,324
	View	A15-PROS-07 GOB ESP: NF-PROS FULL SERVICES PSA - WEST KENDALL DISTRICT PARK	Joseph Webb (change)		5/1/2017 to 4/30/2027	$3,420,550	$0
	View	EDP-MT-SR-MPS-296: NF-RAIL CROSSINGS IMPROVEMENTS 42ND ST AND 36TH ST	Pedro Hernandez (change)	Closed	3/29/2017 to 12/31/2019	$318,153	$80,166
	View	A05-PARK-03 GOB 44-70154,: NF-TRAIL GLADES RANGE, PHASES I AND II (SIC 871)	Sara Jimenez (change)		11/2/2006 to 12/31/2019	$1,150,741	$0
	View	E13-WASD-01R: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE WASTEWATER SYSTEMS PRIORITY PROJECTS	Andrea Suarez (change)	2 incomplete audits	5/21/2014 to 5/21/2024	$139,959,497	$161,799,153
	View	E15-SEA-02 / 2016-007: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGEMENT CONSULTANT SERVICES	Juan Borrero (change)		1/24/2017 to 1/23/2024	$5,500,000	$5,414,177
4	View	RFQ-00769_0003: PARK PLANNING AND PRE-DEVELOPMENT SERVI	Pedro Hernandez (change)		10/22/2018 to 10/31/2023	$0	$494,067
	View	RFQ786_0002: PARK PLANNING SERVICES	Pedro Hernandez		1/1/2013	$0	$1,733,238

			(change)		to 3/31/2018		
	View	E13-MDAD-02: PAVEMENT MANAGEMENT SYSTEM (SIC 871)	Karin Toon (change)		6/3/2014 to 6/3/2020	$1,152,875	$1,012,008
*	View	E16-DTPW-02_0002: PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORATION AND PUBLIC WORK'S CAPITAL IMPROVEMENT PLAN (2)	Genevieve Cave-Hunt (change)	2 incomplete audits	3/7/2017 to 3/6/2022	$18,590,000 (*includes Change Order for $7,590,000)	$12,966,330
	View	E09-DERM-01_0001: PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES (SIC 871)	Babu Madabhushi (change)		5/4/2010 to 6/14/2015	$2,750,000	$2,482,610
	View	E08-DERM-01_0001: PROFESSIONAL SERVICES AGREEMENTS FOR ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES FOR MIAMI-DADE COUNTY FACILITIES (SIC 871)	Babu Madabhushi (change)		3/3/2009 to 3/17/2014	$3,000,000	$2,755,559
	View	8680-10/19-7_0004: PROFESSIONAL TRAINING-PREQUALIFICATION POOL	Genevieve Cave-Hunt (change)		2/20/2016 to 2/19/2022	$0	$0
	View	E11-SEA-03: PROGRAM MANAGEMENT CONSULTANT (PMC) (SIC 871)	Juan Borrero (change)		12/4/2012 to 12/12/2017	$5,500,000	$5,479,755
5	View	E18-SEA-03: PROGRAM MANAGEMENT CONSULTANT SERVICES	Juan Borrero (change)	1 incomplete audit	10/29/2019 to 10/29/2027	$9,900,000	$3,088,475
	View	999999-15-016: PSA-PROSS FULL SVCS PSA FOR REGION D	Sara Jimenez (change)		5/2/2017 to 5/2/2024	$3,370,000	$220,669
6	View	EDP-ID-X190005: SPCC Site Security Barrier an dSite Pavement Replacement	Pedro Hernandez (change)		2/14/2020 to 2/14/2025	$80,000	$0
7	View	EDP-ID-I190074: SPCC Site Security Barrier and Site Pavement replacement	Pedro Hernandez (change)		6/11/2020 to 6/11/2025	$251,708	$0
8	View	EDP-ID-W190066: W190066 LightSpeed EOC-Fire Parking Garage	Pedro Hernandez (change)		9/19/2019 to 9/19/2024	$20,000	$0
					Number of contracts as prime: **29**	**$222,089,320**	**$208,368,108**

Contracts as Subcontractor

Actions	Contract Number & Title	Sub Contact	Status	Prime	Current Subcontract	Paid Amount
View	E13-WASD-10_0001: NF-DESIGN OF UPGRADES FOR WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS	Pedro Hernandez (change)		Ardurra Group Inc.	$0 0.00%	$0
View	E13-WASD-10_0001: NF-DESIGN OF UPGRADES FOR WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS	Debbie Williams (change)		Ardurra Group Inc.	$0 0.00%	$147,794
View	E14-WASD-01: NF-PROFESSIONAL ENGINEERING AND GEOLOGICAL SERVICES FOR WATER, WASTEWATER AND RECLAIMED WATER PLANNING SERVICES (C-14TTI001T)	Pedro Hernandez (change)	32 incomplete audits	Tetra Tech Inc	$0 0.00%	$1,690,528
View	E16-DTPW-02_0001: NF-PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORATION AND PUBLIC WORK'S CAPITAL IMPROVEMENT PLAN (2)	Genevieve Cave-Hunt (change)		Parsons Transportation Group, Inc.	$0 0.00%	$0
View	E12-MPO-01: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA) FOR THE 2040 LONG RANGE TRANSPORTATION PLAN (SIC 871)	Pedro Hernandez (change)	Closed	Gannett Fleming, Inc.	$0 0.00%	$0
View	E15-SEA-02 / 2016-007: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGEMENT CONSULTANT SERVICES	Genevieve Cave-Hunt (change)		AECOM Technical Services, Inc.	$0 0.00%	$0
				Number of contracts as subcontractor: **6**	**$0**	**$1,838,321**

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Exhibit 10

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	$603,705
1	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	$350,000	$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	Barton Fye (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	$140,000	$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	$96,341
2	View	CIP196-DTPW18-DE: PSA-KIMLEY-HORN AND ASSOCIATES, INC	Amy McGreger (change)		6/8/2020 to 6/7/2025	$1,999,801	$1,403,287
3	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	$325,185
4	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	$303,717
5	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**	**$14,724,132**	**$3,571,476**

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, Inc.	$0 0.00%	$9,204
				Number of contracts as subcontractor: **10**	**$0**	**$87,360**

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Exhibit 11

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

BCC Engineering, LLC System Vendor Number: **20097993**

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	E06-PW-06: NF-SW 268 / 264 STREET CONNECTOR FROM SW 147 AVENUE TO SW 112 AVENUE (SIC 871)	Trudy Molendyk (change)		9/16/2008 to 12/31/2019	$709,831	$551,068
View	EDP-MT-SR-20060240: NF-SW 268TH STREET ROADWAY IMPROVEMENTS PH 1	Trudy Molendyk (change)	Closed	8/4/2017 to 12/31/2019	$250,000	$198,975
View	E06-PW-09: SW 137TH AVENUE FROM HOMESTEAD EXTENSION OF FLORIDA TURNPIKE (HEFT) TO US-1 (SIC 871)	Trudy Molendyk (change)		10/7/2008 to 6/30/2018	$377,822	$67,193
				Number of contracts as prime: **3**	**$1,337,652**	**$817,236**

Contracts as Subcontractor

Actions	Contract Number & Title	Sub Contact	Status	Prime	Current Subcontract	Paid Amount
View	TDB14WASD03: Design-Build - Furnish and Install a 48-inch Diameter Water Transmission Main for Area N (Contract 16FCI001)	Trudy Molendyk (change)		Garney Companies, Inc.	$0 0.00%	$0
View	DB15-SEA-01 (DESIGN): DESIGN-BUILD SERVICES FOR CRUISE TERMINAL F UPGRADES	Trudy Molendyk (change)		Magnum Construction Management, LLC	$0 0.00%	$0
View	EDP-PR-2123040A: Jeb Estate Park Park Playground and Walkways	Yamil Caballero (change)		CIVICA, LLC	$0 0.00%	$0
View	E10-MDAD-01 (H024B3): MIA PAVEMENT REHABILITATION AND OVERLAY OF RWY 12/30	Trudy Molendyk (change)		T.Y. Lin International	$510,217 5.00%	$0
View	E13-MDAD-01_0001: NF-AVIATION PLANNING CONSULTANT SERVICES (SIC 871)	Trudy Molendyk (change)		H.J. ROSS ASSOCIATES, INC.	$0 0.00%	$0
View	E13-WASD-10_0002: NF-DESIGN OF UPGRADES FOR WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS	Trudy Molendyk (change)		A & P Consulting Transportation Engineers, Corp.	$0 0.00%	$0
View	E13-WASD-04: NF-DESIGN SERVICES FOR WASTEWATER COLLECTION AND TRANSMISSION SYSTEMS RELATED TO THE CONSENT DECREE PROJECTS	Trudy Molendyk (change)		HDR Engineering, Inc.	$0 0.00%	$77,753
View	E16-WASD-03_0003: NF-DESIGN SERVICES FOR WASTEWATER TREATMENT PLANTS RELATED TO THE OCEAN OUTFALL LEGISLATION PROJECTS	Trudy Molendyk (change)	1 incomplete audit	CDM Smith Inc.	$0 0.00%	$463,941
View	EDP-ID-Z000163: NF-EDISON BRANCH LIBRARY WINDOW REPLACEMENTS	Trudy Molendyk (change)	Closed	V3 Architectural Group, Inc.	$0 0.00%	$3,500
View	E15-WASD-13_0002: NF-GEOTECHNICAL SERVICES, SPECIAL INSPECTIONS, STRUCTURAL ASSESSMENTS, SOILS, FOUNDATIONS AND MATERIALS TESTING SERVICES RELATED TO THE IMPROVEMENT, UPGRADES AND EXPANSIONS OF WATER AND WASTEWATER TREATMENT PLANTS, PUMP STATIONS, COLLECTION, DISTRIBU	Trudy Molendyk (change)		PROFESSIONAL SERVICE INDUSTRIES. INC	$0 0.00%	$0
View	EDP-PH-S-510150-25-3: NF-JMH WEST WING AND DTC FL 1 UPGRADES	Trudy Molendyk (change)		RED DESIGN GROUP, LLC	$0 0.00%	$8,400
View	E13-WASD-03_0001: NF-NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM	Trudy Molendyk (change)	3 incomplete audits	MILIAN, SWAIN & ASSOCIATES, INC.	$0 0.00%	$176,623
View	E13-WASD-03_0002: NF-NON-	Trudy Molendyk (change)		A & P Consulting	$0	$70,490

	EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM			Transportation Engineers, Corp.	0.00%	
View	EDP-PH-51015009: NF-PPE FENCE ENCLOSURE	Trudy Molendyk (change)		V3 Architectural Group, Inc.	$0 0.00%	$0
View	E16-DTPW-02_0001: NF-PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORATION AND PUBLIC WORK'S CAPITAL IMPROVEMENT PLAN (2)	Trudy Molendyk (change)		Parsons Transportation Group, Inc.	$0 0.00%	$0
View	A18-SEA-01(A): NON-EXC.PSA-CRUISE TERMINALS & ROPAX FAC	Trudy Molendyk (change)		BERENBLUM BUSCH ARCHITECTURE, INC.	$0 0.00%	$0
View	E13-WASD-03: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM.	Juan Fuentes (change)		MILIAN, SWAIN & ASSOCIATES, INC.	$0 0.00%	$111,697
View	E16-DTPW-02_0002: PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR DEPARTMENT OF TRANSPORATION AND PUBLIC WORK'S CAPITAL IMPROVEMENT PLAN (2)	Trudy Molendyk (change)		AECOM Technical Services, Inc.	$0 0.00%	$15,179
				Number of contracts as subcontractor: **18**	**$510,217**	**$927,583**

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Exhibit 12

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

Gannett Fleming, Inc., DBA **Gannett Fleming** System Vendor Number: **20054256**

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-PE-S-DE-17WM: CONSTRUCTION INSPECTION SERVICES	Carlos Cejas (change)		1/3/2018 to 1/3/2023	$200,000	$0
	View	MPO-17-18_0015: FY 2019 & 2020 UNIFIED PLANNING WRK PRGM	Naldo Gonzalez (change)		7/1/2018 to 6/30/2020	$0	$283,456
1	View	EDP-MT-20200310: Lake Belmar Stormwater Pump Station Study and Design	Carlos Cejas (change)		6/3/2021 to 6/3/2026	$200,000	$0
2	View	EDP-PE-DE-27WM: MDC Stormwater Master Plan Update	Carlos Cejas (change)		11/13/2018 to 11/13/2023	$200,000	$0
3	View	EDP-MT-20200221: New Traffic Signals (RIF)	Carlos Cejas (change)		8/3/2020 to 8/3/2025	$137,582	$0
	View	EDP-PW-142630: NF-BRIDGES 874420 REPLACEMENT	Carlos Cejas (change)		3/24/2015 to 12/31/2019	$407,467	$121,067
	View	EDP-PW-T-20120094: NF-DRAINAGE IMPROVEMENTS WESTWIND LAKES PH I	Carlos Cejas (change)	Closed	8/29/2013 to 12/31/2019	$8,000	$0
	View	E15-PWWM-13_0004: NF-FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM ENGINEERING AND DESIGN RELATED PROFESSIONAL CONTINUING SERVICE CONTRACTS FOR DTPW SAFE ROUTES TO SCHOOL PROJECTS	Carlos Cejas (change)		6/6/2017 to 6/5/2022	$300,000	$0
	View	EDP-ID-T-W40114: NF-MIAMI DADE CHILDREN'S COURTHOUSE	Carlos Cejas (change)	Closed	6/30/2013 to 12/31/2019	$80,000	$0
	View	EDP-PW-S-20160131: NF-MULTIPLE BRIDGES DESIGN CRITERIA PACKAGES	Carlos Cejas (change)	Closed	6/7/2016 to 12/31/2019	$125,210	$118,653
	View	E12-MPO-01: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA) FOR THE 2040 LONG RANGE TRANSPORTATION PLAN (SIC 871)	Carlos Cejas (change)	Closed	10/29/2012 to 10/29/2017	$1,349,316	$1,152,427
	View	20160031-GANNET F: PSA-ENG DES.SAFE ROUTES TO SCHOOLS	John V Dougherty (change)		6/21/2017 to 6/21/2022	$300,000	$140,211
4	View	20150080 GANNET F: ROAD IMP NW 25 ST-NW 117 AVE-NW 87 AVE	John V Dougherty (change)		3/28/2019 to 3/28/2022	$2,284,316	$1,009,972
				Number of contracts as prime: **13**		**$5,591,891**	**$2,825,786**

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	Carlos Cejas (change)		Jacobs Engineering Group Inc	$0 0.00%	$0
View	TDB12WASD01: GOV CUT PHASE 3 NORRIS CUT	Carlos Cejas (change)		Nicholson Construction Company	$0 0.00%	$0
View	DB10-MDT-01 PTP (BUILD): NF-LEHMAN CENTER TEST TRACK / LEHMAN YARD REHABILITATION - EXPANSION PHASE 1 (SIC 15)	Carlos Cejas (change)	Closed	Magnum Construction Management, LLC	$0 0.00%	$0
View	E13-WASD-03_0002: NF-NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES FOR THE IMPLEMENTATION OF A PUMP STATION IMPROVEMENT PROGRAM	Carlos Cejas (change)		A & P Consulting Transportation Engineers, Corp.	$0 0.00%	$10,577

View	E13-WASD-01R: NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE WASTEWATER SYSTEMS PRIORITY PROJECTS	Carlos Cejas (change)		AECOM Technical Services, Inc.	$0 0.00%	$4,788,725
View	E13-WASD-11: OWNER'S REPRESENTATIVE FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE STATE OF FLORIDA'S OCEAN OUTFALL LEGISLATION AND MIAMI-DADE COUNTY'S WASTEWATER SYSTEM (C-14CH2M006C)	Carlos Cejas (change)		Jacobs Engineering Group Inc	$0 0.00%	$2,312,702
View	E15-DTPW-04: PROFESSIONAL SERVICES FOR ENGINEERING SERVICES FOR MIAMI-DADE	Carlos Cejas (change)		WSP USA Inc.	$0 0.00%	$1,779,979
				Number of contracts as subcontractor: **7**	**$0**	**$8,891,983**

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Exhibit 13

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

HNTB Corporation System Vendor Number: **20006847**

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_0002: CONTINUOUS PROFESSIONAL SERVICES FOR FEDERALLY FUNDED PROJECTS	Jenny Papadopoulos (change)		2/7/2017 to 2/6/2022	$1,650,000	$0
1	View	EDP-MT-CIP243: In-House Support Staff - Procurement Services	Albert Hernandez (change)		12/8/2020 to 12/8/2025	$35,000	$0
2	View	EDP-ID-W20AE05: Multiple A/E Services VII	Albert Hernandez (change)		10/9/2020 to 10/9/2025	$400,000	$0
3	View	EDP-ID-W19AE01: Multiple AE Services	Jenny Papadopoulos (change)		10/11/2019 to 10/11/2024	$350,000	$111,814
	View	EDP-PR-99999913007: NF-ELECTRICAL ANALYSIS AND UPGRADES	Girish Kumar (change)	Closed	7/30/2013 to 12/31/2019	$135,000	$42,577
	View	EDP-SP-S-2009-029: NF-PORTMIAMI TIGER GRANTS	Girish Kumar (change)	Closed	5/9/2013 to 12/31/2019	$100,000	$0
4	View	EDP-MT-CIP244: North Corridor Alignment Review and Optimization	Jenny Papadopoulos (change)		10/5/2020 to 4/15/2025	$60,440	$0
5	View	EDP-MT-CIP264: North Corridor Engineering Services (Procurement Phase 2)	Albert Hernandez (change)		2/25/2021 to 2/25/2026	$75,182	$0
	View	R-951-66/R-447-85: Professional Services Agreement (PSA) - Bond Engineering Services	Aida Baird (change)		1/1/1985 to 1/1/2099	$150,881,819	$0
6	View	EDP-PR-4220031A: Rickenbacker Causeway Bond Engineering Services	Albert Hernandez (change)		3/15/2021 to 3/15/2026	$126,789	$0
7	View	EDP-ID-W200011N: Zelda Glazer Soundscape Project	Jenny Papadopoulos (change)		9/10/2020 to 5/10/2025	$618,198	$0
				Number of contracts as prime: **11**		**$154,432,428**	**$154,390**

Contracts as Subcontractor

No contracts assigned as a subcontractor.

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Professional Services Agreement

Between

Miami-Dade County

And

AECOM Technical Services, Inc.

For

Professional Services for Transit and Public Works Projects

Contract No.: CIP215-DTPW19-DE (1)

ISD Project No.: E19-DTPW-11

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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 _____, 202_ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and AECOM Technical Services, 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 Transit and Public Works Projects, Contract No.: CIP215-DTPW19-DE (1), ISD Project No.: E19-DTPW-11, 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 with an effective date of the written work order Notice-to-Proceed being coincident with the date of verbal authorization.

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

Department of Transportation and Public Works (DTPW) has a need for Professional and technical services for DTPW, which will include, but not necessarily be limited to the following: development of various DTPW plans and studies; detailed site plans; technical and operational planning; transit studies; environmental review and studies in accordance with the National Environmental Policy Act; marketing/branding services; public involvement, development of training programs; design criteria; permitting; engineering inspections; coatings inspection, to include certified inspection for in-process cleaning and painting of new and existing steel, aluminum and concrete structures; multimodal planning and design; right-of-way engineering and administration; transportation and transit planning; coatings consulting design, to include: coatings condition assessments of existing steel, aluminum, and concrete structures and specification and plan note development for cleaning and painting of new and existing steel, aluminum and concrete structures; traffic engineering; surveying; geographical informational system (GIS); structural design and

inspection services; geotechnical engineering; environmental engineering; electrical systems and mechanical engineering; water, sewer and drainage systems analysis and design; architecture; fire/life/safety consulting; transit services and operations planning assistance; cost estimating; configuration management, and other professional services required for DTPW projects that fall within the standards established under Florida Statute 287.055. These professional services will provide technical services to support DTPW with infrastructure facilities and system engineering, planning, analysis and design for our transit park and rides, guideways and facility needs in addition to supporting Strategic Miami Area Rapid Transit Plan corridor studies and design.

The services shall be provided in compliance with the applicable federal requirements under the Federal Transit Administration (FTA) Circular 4220.1F, FTA's Best Practices Procurement Manual, and Florida Statute 287.055, as applicable. No minimum amount of work or compensation will be guaranteed. Funding for these services will be provided by the FTA, and other state and local sources, on a project-by-project basis, and in accordance with negotiated fees and tasks described in each individual service work order. The Prime Consultants and/or sub-consultants under this Agreement will not be considered for any design-build projects, for which design criteria specifications are developed for DTPW under this PSA.

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 judgement, such employee's conduct or performance is detrimental to the project. The

CONSULTANT shall not replace any employee or firm 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 the 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

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 following negotiated multipliers (Labor rates are subject to County approval as per paragaph 4 below):

	OFFICE			FIELD		
FIRMS	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
AECOM Technical Services, Inc.	131.94%	10.00%	2.5513	105.24%	10.00%	2.2576

Note: Overhead rates must be submitted on a yearly basis by the Consultant and Subconsultant. Modifications to the overhead rates must be approved by the COR and implemented by the Department.

The initial overhead rates allowed under this contract for office work and field work shall be per the table above. These overhead rates are based on independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency provided by the CONSULTANT during initial contract negotiations.

2. The COUNTY has the right to request that the CONSULTANT and Subconsultants submit independent audited statements in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed their Subconsultant's overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

3. The aforementioned documentation must be updated and provided by the CONSULTANT once annually from the effective date of the contract, to support requests for overhead rate revisions in order to be accepted by the COR.

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

5. 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.

6. 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.

7. 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 Attachment "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
AECOM Technical Services, Inc.	Pedro "Pete" Hernandez	$130.00

Note: CONSULTANT shall not bill for more than 40 hours for the Principal 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. FIXED FEE

The fixed fee which was negotiated at 10.00% is the operating margin (profit) paid to the CONSULTANT for the professional services described in this agreement. The fixed fee shall

remain fixed unless there is an increase in scope. If the scope is increased, the fixed fee may be modified through the allowance account if it has not been depleted or by a supplemental agreement. For any changes in the scope, the fixed fee shall be computed as 10.00% of the burdened direct labor. The fixed fee will be paid on the basis of the percentage of completion of the work as determined by the COUNTY.

E. SURVEYING AND GEOTECHNICAL SERVICES

The CONSULTANT shall be compensated based on the fixed rates in the most recent rates negotiated at the work order level 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.

F. 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 $5,500,000.00 (inclusive of base and contingency allowance amounts).

G. 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.

H. 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. If COUNTY disagrees with any portion of an invoice, it shall notify CONSULTANT in writing of the amount in dispute and the specific reason for COUNTY'S

objection within 10 days of receipt of invoice. The CONSULTANT shall submit duly certified invoices in hardcopy form 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 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, electronica 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:	Mr. Luis Tejada, P.E.
Address:	2 Alhambra Plaza, Suite #900 Coral Gables, FL 33134
Telephone:	561-962-2578
Email:	luis.tejada@aecom.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 upon reasonable written notice.

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.

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 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:

	OFFICE			FIELD		
FIRMS	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
Asendal Group LLC		10.00%		121.94%	10.00%	2.4413
Caltran Engineering Group, Inc.	150.75%	10.00%	2.7583	134.39%	10.00%	2.5783
Creativision Media, Inc.	120.36%	10.00%	2.4240		10.00%	/A
Greenfield Diversified, LLC	167.50%	10.00%	2.9425	106.37%	10.00%	2.2701
HBC Engineering Company	181.54%	10.00%	3.0969	97.14%	10.00%	2.1685
HR Engineering Services, Inc	186.84%	10.00%	3.1552		10.00%	
I.F. Rooks & Associates, LLC	241.31%	10.00%	3.7544		10.00%	
Manuel G. Vera & Associates, Inc.	121.68%	10.00%	2.4385		10.00%	
Nova Consulting, Inc.	155.12%	10.00%	2.8063	121.94%	10.00%	2.4413
PMA Consultants, L.L.C.	121.23%	10.00%	2.4335	100.84%	10.00%	2.2092

FIRMS	OFFICE			FIELD		
	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
Radise International, L.C.	184.39%	10.00%	3.1283	118.04%	10.00%	2.3984
Shimmick Construction Company, Inc. [3]		10.00%			10.00%	
WSP USA Inc.	138.95%	10.00%	2.6285	103.43%	10.00%	2.2377

[1] Independent Audit in accordance with applicable Sections of Part 31, FAR.
[2]Considered for minor role only

3 Subconsultants that do not have an approved overhead rate must submit their FDOT approved overhead rates for DTPW's approval prior to issuing any work order pursuant to this contract where the sub-consultant is a party thereto.

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.

1. The table of overhead rates is based on information provided by the Subconsultant during initial contract negotiations. The COUNTY has the right to request that the Subconsultant submit independent audit in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency, or an independent audit from a Certified Public Accountant (C.P.A.) to set multipliers. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

2. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed the Subconsultants' overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. The aforementioned documentation must be updated and provided by the CONSULTANT once, annually from the effective date of the contract, when it requests any overhead rate revisions for Subconsultants in order to be accepted by the COR.

3. The maximum direct hourly rates, per classification, excluding overhead, allowed under this contract shall not exceed the caps listed in Exhibit "F" unless authorized by the COR in writing, and shall apply to all Subconsultant 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.

4. 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.

5. Labor rates shall be in accordance with Exhibit "F" 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.

6. 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.

7. 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.

8. 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.

9. 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
Asendal Group LLC	Adam Leishman	$130.00
Caltran Engineering Group, Inc.	Juan S. Calderon	$130.00
Creativision Media, Inc.	Charesse Chester	$130.00
Greenfield Diversified, LLC	T. Kyle Greenfield	$130.00
HBC Engineering Company	Adebayo Coker	$130.00
HR Engineering Services, Inc	Hernando Ramos	$130.00
I.F. Rooks & Associates, LLC	Ike Rooks, Jr.	$130.00
Manuel G. Vera & Associates, Inc.	Manuel G. Vera, Jr.	$130.00
Nova Consulting, Inc.	Maria J. Molina	$130.00
PMA Consultants, L.L.C.	Rick Johnson	$130.00
Radise International, L.C.	Tom Mullin	$130.00
Shimmick Construction Company, Inc.	Brad White	$130.00
WSP USA Inc.	Ronald Colas	$130.00

Note: CONSULTANT shall not bill for more than 40 hours for the Principal 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) Calender 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. CONSULTANT shall be afforded ten (10) calender days to cure any alleged default. 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, 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 reasonable attorney's fees for such claims 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,

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, 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 in which the COUNTY participated either through review or concurrence of the CONSULTANT'S actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Subconsultants under this AGREEMENT.

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, Attn.: Leticia Smith, 701 N.W. 1st Court, 15th Floor, Miami, FL 33136, 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 Insurance in an amount of $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 of $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount of $5,000,000 per claim.

Certificates of Insurance and/or policies should reference Professional Services for Transit and Public Works Contract No.: CIP215-DTPW19-DE (1).

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 applicable 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 - By entering the Contract, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes, but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the CONSULTANT effective, January 1, 2021, and requiring all Subconsultants to provide an affidavit attesting that the Subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this CONSULTANT, or if a Subconsulatnt knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one year after the date of termination, and the CONSULTANT may be liable for any additional costs incurred by Miami-Dade County resulting from the termination of the

liable for any additional costs incurred by Miami-Dade County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

E. 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. Refer to Exhibit "B" for Federal Requirements and Provisions.

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.

C. DISADVANTAGED BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

A Disadvantaged Business Enterprise (DBE) goal will not be assigned to the overall PSA; however, work orders generated with federal and state funding, will be assessed individually by DTPW's Office of Civil Rights for possible DBE goal participation. The CONSULTANT must make a good faith effort to meet any DBE goals established for this contract and comply with all the provisions of the DBE Requirements section made a part of this contract as Exhibit "A". Work Orders solely utilizing local funds will be forwarded to the Internal Services Department's Division of Small Business Development (SBD) for review for processing through the Equitable Distribution Program (when applicable) or determination for small business measures.

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 – FEDERAL REQUIREMENTS AND PROVISIONS

Refer to Exhibit "B" for Federal Requirements and Provisions.

SECTION XXIII - 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 XXIV – 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 within forty-five (45) days from the date of an invoice 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 XXV – 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 XXVI - 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 XXVII - 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 XXVIII – ERRORS AND OMISSIONS

The CONSULTANT 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 Contractor 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 Contractors 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 XXIX - 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, pandemics, 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, 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.

J. Assignability: DTPW may assign its rights and obligations under the Agreement to any successor to the rights and functions of DTPW or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent that DTPW deems necessary or advisable under the circumstances.

K. Assignment: The Consultant shall not assign, transfer, or otherwise dispose of this Agreement, including any rights, title or interest therein, or their power to execute such Contract to any person, company or corporation without the prior written consent to the County. The County's consent for an assignment will not be reasonably withheld.

SECTION XXX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall he 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 _____, 202_.

ATTEST:

HARVEY RUVIN

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:

_____
AECOM Technical Services, Inc.
(Corporate Seal)

By: M-K
Manav Kumar
Secretary

By: Pedro G. Hernandez
Vice Pres.

EXHIBIT F

MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION

CLASSIFICATION	MAXIMUM HOURLY RATE
Contract Manager	$100.00
Deputy Contract Manager	$95.00
All other Classifications/Employees	$75.00

Professional Services Agreement
Between

Miami-Dade County
And

Kimley-Horn and Associates, Inc.

For
Professional Services for Transit and Public Works Projects

Contract No.: CIP215-DTPW19-DE (3)

ISD Project No.: E19-DTPW-11

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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 _____, 202_ 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 Transit and Public Works Projects, Contract No.: CIP215-DTPW19-DE (3), ISD Project No.: E19-DTPW-11, 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

Department of Transportation and Public Works (DTPW) has a need for Professional and technical services for DTPW will include, but not necessarily be limited to the following: development of various DTPW plans and studies; detailed site plans; technical and operational planning; transit studies; environmental review and studies in accordance with the National Environmental Policy Act; marketing/branding services; public involvement, development of training programs; design criteria; permitting; engineering inspections; coatings inspection, to include certified inspection for in-process cleaning and painting of new and existing steel, aluminum and concrete structures; multimodal planning and design; right-of-way engineering and administration; transportation and transit planning; coatings consulting design, to include: coatings condition assessments of existing steel, aluminum, and concrete structures and specification and plan note development for cleaning and painting of new and existing steel, aluminum and concrete structures; traffic engineering; surveying; geographical informational system (GIS); structural design and inspection services; geotechnical engineering; environmental engineering; electrical systems and mechanical engineering; water, sewer and drainage systems analysis and design; architecture;

fire/life/safety consulting; transit services and operations planning assistance; cost estimating; configuration management, and other professional services required for DTPW projects that fall within the standards established under Florida Statute 287.055. These professional services will provide technical services to support DTPW with infrastructure facilities and system engineering, planning, analysis and design for our transit park and rides, guideways and facility needs in addition to supporting Strategic Miami Area Rapid Transit Plan corridor studies and design.

The services shall be provided in compliance with the applicable federal requirements under the Federal Transit Administration (FTA) Circular 4220.1F, FTA's Best Practices Procurement Manual, and Florida Statute 287.055. No minimum amount of work or compensation will be guaranteed. Funding for these services will be provided by the FTA, and other state and local sources, on a project-by-project basis, and in accordance with negotiated fees and tasks described in each individual service work order. The Prime Consultants and/or sub-consultants under this Agreement will not be considered for any design-build projects, for which design criteria specifications are developed for DTPW under this PSA.

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 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 the 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

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 following negotiated multipliers (Labor rates are subject to County approval as per paragaph 4 below):

	OFFICE			FIELD		
FIRMS	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
Kimley-Horn and Associates, Inc.	194.64%	10.00%	3.2410	174.74%	10.00%	3.0221

Note: Overhead rates must be submitted on a yearly basis by the Consultant and Subconsultant. Modifications to the overhead rates must be approved by the COR and implemented by the Department.

The initial overhead rates allowed under this contract for field work shall be 174.74% and for office work is 194.64%. These overhead rates are based on independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency provided by the CONSULTANT during initial contract negotiations.

2. The COUNTY has the right to request that the CONSULTANT and Subconsultants submit independent audited statements in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed their Subconsultant's overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

3. The aforementioned documentation must be updated and provided by the CONSULTANT once annually from the effective date of the contract, to support requests for overhead rate revisions in order to be accepted by the COR.

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

5. 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.

6. 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.

7. 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 Attachment "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	$130.00

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. FIXED FEE

The fixed fee which was negotiated at 10.00% is the operating margin (profit) paid to the CONSULTANT for the professional services described in this agreement. The fixed fee shall remain fixed unless there is an increase in scope. If the scope is increased, the fixed fee may be modified through the allowance account if it has not been depleted or by a supplemental agreement. For any changes in the scope, the fixed fee shall be computed as 10.00% of the burdened direct labor. The fixed fee will be paid on the basis of the percentage of completion of the work as determined by the COUNTY.

E. 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.

F. 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 $5,500,000.00 (inclusive of base and contingency allowance amounts).

G. 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.

H. 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. For work orders negotiated as lump sum with the exception of reimbursable expenses), time sheets are not required to be submitted with every invoice. 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 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, electronica 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:	**John Lafferty**
Address:	**355 Alahambra Circle, Suite 1400**
	Coral Gables, FL 33134
Telephone:	**954-535-5156**

Email: **john.lafferty@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.

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 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:

	OFFICE			FIELD		
FIRMS	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
305 Consulting Engineers, LLC	114.49%	10.00%	2.3594	68.85%	10.00%	1.8574
Ayers Associates Inc	173.97%	10.00%	3.0137		10.00%	
Bliss & Nyitray Inc	167.50%	10.00%	2.9425		10.00%	
Cunningham Communications Consulting Company	48.10%	10.00%	1.6291		10.00%	
Geosol, Inc.	158.74%	10.00%	2.8461		10.00%	

Greenfield Diversified, LLC	167.50%	10.00%	2.9425	106.37%	10.00%	2.2701
Longitude Surveyors, LLC	163.15%	10.00%	2.8947		10.00%	
Manuel G. Vera & Associates, Inc.	121.68%	10.00%	2.4385		10.00%	
PE Consulting Engineering Inc	345.34%	10.00%	4.8987		10.00%	

	OFFICE			FIELD		
FIRMS	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
PMA Consultants, L.L.C.	121.11%	10.00%	2.4322	100.68%	10.00%	2.2075
Ross & Baruzzini, Inc.	150.73%	10.00%	2.7580	112.81%	10.00%	2.3409
Tierra South Florida, Inc.	174.54%	10.00%	3.0199		10.00%	
Wolfberg/Alvarez and Partners, Inc.	117.45%	10.00%	2.3920		10.00%	
Zyscovich, Inc.	167.50%	10.00%	2.9425		10.00%	

[1] Independent Audit in accordance with applicable Sections of Part 31, FAR.
[2] Considered for minor role only

3 Subconsultants that do not have an approved overhead rate must submit their FDOT approved overhead rates for DTPW's approval prior to issuing any work order pursuant to this contract where the sub-consultant is a party thereto.

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.

1. The table of overhead rates is based on information provided by the Subconsultant during initial contract negotiations. The COUNTY has the right to request that the Subconsultant submit independent audit in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency, or an independent audit from a Certified Public Accountant (C.P.A.) to set multipliers. Once approved, and until a

revision is accepted by the COR, these multipliers shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

2. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed the Subconsultants' overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. The aforementioned documentation must be updated and provided by the CONSULTANT once, annually from the effective date of the contract, when it requests any overhead rate revisions for Subconsultants in order to be accepted by the COR.

3. The maximum direct hourly rates, per classification, excluding overhead, allowed under this contract shall not exceed the caps listed in Exhibit "F" 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.

4. 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.

5. Labor rates shall be in accordance with Exhibit "F" 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.

6. 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.

7. 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.

8. 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.

9. 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
305 Consulting Engineers, LLC	Enrique Zuniga	$130.00
Ayers Associates Inc	Subrata Bandy	$130.00
Bliss & Nyitray Inc	Paul Zilo	$130.00
Cunningham Communications Consulting Company	Tasha Cunningham	$130.00
Geosol, Inc.	Oracio Riccobono	$130.00
Greenfield Diversified, LLC	T. Kyle Greenfield	$130.00
Longitude Surveyors, LLC	Eddie Suarez	$130.00
Manuel G. Vera & Associates, Inc.	Manuel Vera, Jr.	$130.00
PE Consulting Engineering Inc	Jorge Maspons	$130.00
PMA Consultants, L.L.C.	Rick Johnson	$130.00
Ross & Baruzzini, Inc.	Mike Adams	$130.00
Tierra South Florida, Inc.	Raj Krishnasamy	$130.00
Wolfberg/Alvarez and Partners, Inc.	Marcel R. Morlote	$130.00
Zyscovich, Inc.	Mario Suarez	$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) Calender 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, 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 for such claims 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 claims, 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 in

which the COUNTY participated either through review or concurrence of the CONSULTANT'S actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Subconsultants under this AGREEMENT.

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, Attn.: Ivonne Andres, 701 N.W. 1st Court, 15th Floor, Miami, FL 33136, 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 Insurance 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 $5,000,000 per claim.

Certificates of Insurance and/or policies should reference Professional Services for Transit and Public Works Contract No.: CIP215-DTPW19-DE (3).

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 - By entering the Contract, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes, but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the CONSULTANT effective, January 1, 2021, and requiring all Subconsultants to provide an affidavit attesting that the Subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this CONSULTANT, or if a Subconsulatnt knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one year after the date of termination, and the CONSULTANT may be liable for any additional costs incurred by Miami-Dade County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

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.

Refer to Exhibit "B" for Federal Requirements and Provisions.

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.

C. DISADVANTAGED BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

A Disadvantaged Business Enterprise (DBE) goal will not be assigned to the overall PSA; however, work orders generated with federal and state funding, will be assessed individually by DTPW's Office of Civil Rights for possible DBE goal participation. The CONSULTANT must make a good faith effort to meet any DBE goals established for this contract and comply with all the provisions of the DBE Requirements section made a part of this contract as Exhibit "A". Work Orders solely utilizing local funds will be forwarded to the Internal Services Department's Division of Small Business Development (SBD) for review for processing through the Equitable Distribution Program (when applicable) or determination for small business measures.

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 – FEDERAL REQUIREMENTS AND PROVISIONS

Refer to Exhibit "B" for Federal Requirements and Provisions.

SECTION XXIII - 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 XXIV – 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 XXV – 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 XXVI - 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 XXVII - 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 XXVIII – ERRORS AND OMISSIONS

The CONSULTANT 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 limit 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 XXIX - 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, 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.

J. Assignability: DTPW may assign its rights and obligations under the Agreement to any successor to the rights and functions of DTPW or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent that DTPW deems necessary or advisable under the circumstances.

K. Assignment: The Consultant shall not assign, transfer, or otherwise dispose of this Agreement, including any rights, title or interest therein, or their power to execute such Contract to any person, company or corporation

without the prior written consent to the County. The County's consent for an assignment will not be reasonably withheld.

SECTION XXX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall he 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 _____, 202_.

ATTEST:

HARVEY RUVIN

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.
(Corporate Seal)

By:_____

By:_____

IN WITNESS THEREOF the parties hereto have executed these presents this _____ day of _____, 202_.

ATTEST:

HARVEY RUVIN

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.
(Corporate Seal)

By: Shanda Sutton Layne

By: Stewart E. Robertson, Vice Presidn

EXHIBIT F

MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION

CLASSIFICATION	MAXIMUM HOURLY RATE
Contract Manager	$100.00
Deputy Contract Manager	$95.00
All other Classifications/Employees	$75.00

Professional Services Agreement

Between

Miami-Dade County

And

BCC Engineering, LLC

For

Professional Services for Transit and Public Works Projects

Contract No.: CIP215-DTPW19-DE (2)

ISD Project No.: E19-DTPW-11

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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 _____, 202_ 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 Transit and Public Works Projects, Contract No.: CIP215-DTPW19-DE (2), ISD Project No.: E19-DTPW-11, 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

Department of Transportation and Public Works (DTPW) has a need for Professional and technical services for DTPW will include, but not necessarily be limited to the following: development of various DTPW plans and studies; detailed site plans; technical and operational planning; transit studies; environmental review and studies in accordance with the National Environmental Policy Act; marketing/branding services; public involvement, development of training programs; design criteria; permitting; engineering inspections; coatings inspection, to include certified inspection for in-process cleaning and painting of new and existing steel, aluminum and concrete structures; multimodal planning and design; right-of-way engineering and administration; transportation and transit planning; coatings consulting design, to include: coatings condition assessments of existing steel, aluminum, and concrete structures and specification and plan note development for cleaning and painting of new and existing steel, aluminum and concrete structures; traffic engineering; surveying; geographical informational system (GIS); structural design and inspection services; geotechnical engineering; environmental engineering; electrical systems and mechanical engineering; water, sewer and drainage systems analysis and design; architecture;

fire/life/safety consulting; transit services and operations planning assistance; cost estimating; configuration management, and other professional services required for DTPW projects that fall within the standards established under Florida Statute 287.055. These professional services will provide technical services to support DTPW with infrastructure facilities and system engineering, planning, analysis and design for our transit park and rides, guideways and facility needs in addition to supporting Strategic Miami Area Rapid Transit Plan corridor studies and design.

The services shall be provided in compliance with the applicable federal requirements under the Federal Transit Administration (FTA) Circular 4220.1F, FTA's Best Practices Procurement Manual, and Florida Statute 287.055. No minimum amount of work or compensation will be guaranteed. Funding for these services will be provided by the FTA, and other state and local sources, on a project-by-project basis, and in accordance with negotiated fees and tasks described in each individual service work order. The Prime Consultants and/or sub-consultants under this Agreement will not be considered for any design-build projects, for which design criteria specifications are developed for DTPW under this PSA.

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 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 the 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

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 following negotiated multipliers (Labor rates are subject to County approval as per paragaph 4 below):

	OFFICE			FIELD		
FIRMS	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
BCC Engineering, LLC.	173.18%	10.00%	3.0050	138.66%	10.00%	2.6253

Note: Overhead rates must be submitted on a yearly basis by the Consultant and Subconsultant. Modifications to the overhead rates must be approved by the COR and implemented by the Department.

The initial overhead rates allowed under this contract for field work shall be 138.66% and for office work is 173.18%. These overhead rates are based on independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency provided by the CONSULTANT during initial contract negotiations.

2. The COUNTY has the right to request that the CONSULTANT and Subconsultants submit independent audited statements in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed their Subconsultant's overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

3. The aforementioned documentation must be updated and provided by the CONSULTANT once annually from the effective date of the contract, to support requests for overhead rate revisions in order to be accepted by the COR.

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

5. 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.

6. 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.

7. 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 Attachment "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	Ariel Millan	$130.00

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. FIXED FEE

The fixed fee which was negotiated at 10.00% is the operating margin (profit) paid to the CONSULTANT for the professional services described in this agreement. The fixed fee shall

remain fixed unless there is an increase in scope. If the scope is increased, the fixed fee may be modified through the allowance account if it has not been depleted or by a supplemental agreement. For any changes in the scope, the fixed fee shall be computed as 10.00% of the burdened direct labor. The fixed fee will be paid on the basis of the percentage of completion of the work as determined by the COUNTY.

E. 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.

F. 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 $5,500,000.00 (inclusive of base and contingency allowance amounts).

G. 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.

H. 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 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, electronica 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:	Alfred Lurigados, P.E.
Address:	6401 SW 87th Avenue, Suite 200 Miami, FL 33173
Telephone:	305-670-2350
Email:	alurigados@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.

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 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:

	OFFICE			FIELD		
FIRMS	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
A & P Consulting Transportation Engineers Corp.	200.92%	10.00%	3.3101	148.63%	10.00%	2.7349
Bermello Ajamil & Partners, Inc.	130.66%	10.00%	2.5373	95.20%	10.00%	2.1472
Caltran Engineering Group, Inc.	150.75%	10.00%	2.7583	134.39%	10.00%	2.5783
EV Services, Inc.	107.07%	10.00%	2.2778		10.00%	
Glue IQ LLC	31.18%	10.00%	1.4430		10.00%	
Greenfield Diversified, LLC	167.50%	10.00%	2.9425	106.37%	10.00%	2.2701
HDR Engineering, Inc.	93.14%	10.00%	2.1245	33.22%	10.00%	1.4654
Hammond & Associates, Inc.	150.50%	10.00%	2.7555	121.94%	10.00%	2.4413
J Bonfill and Associates Inc.	68.84%	10.00%	1.8572		10.00%	
New Millennium Design Consultants, Inc. [3]		10.00%			10.00%	
NV5, Inc.	193.27%	10.00%	3.2260	183.00%	10.00%	3.1130
Parsons Transportation Group Inc.	114.32%	10.00%	2.3575	86.44%	10.00%	2.0508
Program Controls, Inc.	137.04%	10.00%	2.6074		10.00%	

[1] Independent Audit in accordance with applicable Sections of Part 31, FAR.
[2]Considered for minor role only

3 Subconsultants that do not have an approved overhead rate must submit their FDOT approved overhead rates for DTPW's approval prior to issuing any work order pursuant to this contract where the sub-consultant is a party thereto.

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.

1. The table of overhead rates is based on information provided by the Subconsultant during initial contract negotiations. The COUNTY has the right to request that the Subconsultant submit independent audit in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency, or an independent audit from a Certified Public Accountant (C.P.A.) to set multipliers. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

2. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed the Subconsultants' overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. The aforementioned documentation must be updated and provided by the CONSULTANT once, annually from the effective date of the contract, when it requests any overhead rate revisions for Subconsultants in order to be accepted by the COR.

3. The maximum direct hourly rates, per classification, excluding overhead, allowed under this contract shall not exceed the caps listed in Exhibit "F" 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.

4. 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.

5. Labor rates shall be in accordance with Exhibit "F" 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.

6. 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.

7. 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.

8. 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.

9. 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	RATE
Glue IQ LLC	Gaston Legorburu	$130.00
Program Controls, Inc.	Ashish Kumar	$130.00
Caltran Engineering Group, Inc.	Juan Calderon	$130.00
EV Services, Inc.	Esther Monzon-Aguirre	$130.00
Greenfield Diversified, LLC	T Kyle Greenfield	$130.00
A & P Consulting Transportation Engineers Corp.	Antonio Acosta	$130.00
New Millennium Design Consultants, Inc.	Steve D. McCue	$130.00
Hammond & Associates, Inc.	Eric Hammond	$130.00
Parsons Transportation Group Inc	Mario Nuevo	$130.00
HDR Engineering, Inc.	Guillermo "Will" Suero	$130.00
J Bonfill and Associates Inc.	Jacqueline Bonfill Gee	$130.00
Bermello, Ajamil & Partners, Inc.	Agustin Barrera	$130.00
NV5, Inc.	Eric Stern	

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) Calender 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, 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 pay all costs, judgments and attorney's fees for such claims 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 and employees.

The CONSULTANT agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims, 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 in which the COUNTY participated either through review or concurrence of the CONSULTANT'S actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Subconsultants under this AGREEMENT.

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, Attn.: Leticia Smith, 701 N.W. 1st Court, 15th Floor, Miami, FL 33136, 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 Insurance 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 Transit and Public Works Contract No.: CIP215-DTPW19-DE (2).

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 - By entering the Contract, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes, but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the CONSULTANT effective, January 1, 2021, and requiring all Subconsultants to provide an affidavit attesting that the Subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this CONSULTANT, or if a Subconsulatnt knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one year after the date of termination, and the CONSULTANT may be liable for any additional costs incurred by Miami-Dade County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

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.

Refer to Exhibit "B" for Federal Requirements and Provisions.

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.

C. DISADVANTAGED BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

A Disadvantaged Business Enterprise (DBE) goal will not be assigned to the overall PSA; however, work orders generated with federal and state funding, will be assessed individually by

DTPW's Office of Civil Rights for possible DBE goal participation. The CONSULTANT must make a good faith effort to meet any DBE goals established for this contract and comply with all the provisions of the DBE Requirements section made a part of this contract as Exhibit "A". Work Orders solely utilizing local funds will be forwarded to the Internal Services Department's Division of Small Business Development (SBD) for review for processing through the Equitable Distribution Program (when applicable) or determination for small business measures.

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 – FEDERAL REQUIREMENTS AND PROVISIONS

Refer to Exhibit "B" for Federal Requirements and Provisions.

SECTION XXIII - 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 XXIV – 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 XXV – 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 XXVI - 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 XXVII - 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 XXVIII – ERRORS AND OMISSIONS

The CONSULTANT 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 additioanl cosntructions for errors in totalexceed 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 XXIX - 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, pandemic, 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, 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.

J. Assignability: DTPW may assign its rights and obligations under the Agreement to any successor to the rights and functions of DTPW or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent that DTPW deems necessary or advisable under the circumstances.

K. Assignment: The Consultant shall not assign, transfer, or otherwise dispose of this Agreement, including any rights, title or interest therein, or their power to execute such Contract to any person, company or corporation without the prior written consent to the County. The County's consent for an assignment will not be reasonably withheld.

SECTION XXX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall he 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 _____, 202_.

ATTEST:

HARVEY RUVIN

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: Jose Munoz

EXHIBIT F

MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION

CLASSIFICATION	MAXIMUM HOURLY RATE
Contract Manager	$100.00
Deputy Contract Manager	$95.00
All other Classifications/Employees	$75.00

Professional Services Agreement

Between

Miami-Dade County

And

GANNETT FLEMING, INC.

For

Professional Services for Transit and Public Works Projects

Contract No.: CIP215-DTPW19-DE (5)

ISD Project No.: E19-DTPW-11

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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 _____, 2021 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and GANNETT FLEMING, INC. hereinafter referred to as the "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 Transit and Public Works Projects, Contract No.: CIP215-DTPW19-DE (5), ISD Project No.: E19-DTPW-11, 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 and necessary for 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

Department of Transportation and Public Works (DTPW) has a need for Professional and technical services for DTPW will include, but not necessarily be limited to the following: development of various DTPW plans and studies; detailed site plans; technical and operational planning; transit studies; environmental review and studies in accordance with the National Environmental Policy Act; marketing/branding services; public involvement, development of training programs; design criteria; permitting; engineering inspections; coatings inspection, to include certified inspection for in-process cleaning and painting of new and existing steel, aluminum and concrete structures; multimodal planning and design; right-of-way engineering and administration; transportation and transit planning; coatings consulting design, to include: coatings condition assessments of existing steel, aluminum, and concrete structures and specification and plan note development for cleaning and painting of new and existing steel, aluminum and concrete structures; traffic engineering; surveying; geographical informational system (GIS); structural design and inspection services; geotechnical engineering; environmental engineering; electrical systems and mechanical engineering; water, sewer and drainage systems analysis and design; architecture;

fire/life/safety consulting; transit services and operations planning assistance; cost estimating; configuration management, and other professional services required for DTPW projects that fall within the standards established under Florida Statute 287.055. These professional services will provide technical services to support DTPW with infrastructure facilities and system engineering, planning, analysis and design for our transit park and rides, guideways and facility needs in addition to supporting Strategic Miami Area Rapid Transit Plan corridor studies and design.

The services shall be provided in compliance with the applicable federal requirements under the Federal Transit Administration (FTA) Circular 4220.1F, FTA's Best Practices Procurement Manual, and Florida Statute 287.055. No minimum amount of work or compensation will be guaranteed. Funding for these services will be provided by the FTA, and other state and local sources, on a project-by-project basis, and in accordance with negotiated fees and tasks described in each individual service work order. The Prime Consultants and/or sub-consultants under this Agreement will not be considered for any design-build projects, for which design criteria specifications are developed for DTPW under this PSA.

The Parties agree that in connection with the Professional Services to be rendered, nothing implied by or stated in this Agreement shall be interpreted or construed to make the CONSULTANT the owner or generator of any waste, contamination, or contaminated product which was present on site at the time the CONSULTANT commenced its services hereunder. Similarly, the CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, for any aspect of safety during construction including safety precautions and programs, not any third party's failure to perform the construction of any projects subject to this agreement in accordance with the contract documents or a violation of any safety laws, regulations, or laws.

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 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 the 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, delays caused by other project

participants, or other events of force majeure 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

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 following negotiated multipliers (Labor rates are subject to County approval as per paragaph 4 below):

	OFFICE			FIELD		
FIRMS	**OHR**	**OP MARGIN**	**MULTIPLIER**	**OHR**	**OP MARGIN**	**MULTIPLIER**
Gannett Fleming, Inc.	160.60%	10.00%	2.8666	135.14%	10.00%	2.5865

Note: Overhead rates must be submitted on a yearly basis by the Consultant and Subconsultant. Modifications to the overhead rates must be approved by the COR and implemented by the Department.

The initial overhead rates allowed under this contract for field work shall be 135.14%% and for office work is 160.60%%. These overhead rates are based on independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency provided by the CONSULTANT during initial contract negotiations.

2. The COUNTY has the right to request that the CONSULTANT and Subconsultants submit independent audited statements in accordance with Part 31 of the Federal Acquisition

Regulations accepted by a Federal or State agency to set multipliers. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed their Subconsultant's overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

3. The aforementioned documentation must be updated and provided by the CONSULTANT once annually from the effective date of the contract, to support requests for overhead rate revisions in order to be accepted by the COR.

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

5. 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.

6. 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.

7. 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 Attachment

"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
Gannett Fleming, Inc.	Naldo Gonzalez, P.E.	$130.00

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. FIXED FEE

The fixed fee which was negotiated at 10.00% is the operating margin (profit) paid to the CONSULTANT for the professional services described in this agreement. The fixed fee shall remain fixed unless there is an increase in scope. If the scope is increased, the fixed fee may be modified through the allowance account if it has not been depleted or by a supplemental agreement. For any changes in the scope, the fixed fee shall be computed as 10.00% of the burdened direct labor. The fixed fee will be paid on the basis of the percentage of completion of the work as determined by the COUNTY.

E. 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.

F. 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 $5,500,000.00 (inclusive of base and contingency allowance amounts).

G. 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.

H. 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 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 intellectual property, including any copyrights associated therewith, 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, electronica 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:	Carlos M. Cejas
Address:	800 NW 62nd Avenue, Suite 490 Miami, FL 33126
Telephone:	305-908-3941
Email:	ccejas@gfnet.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.

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 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:

	OFFICE			FIELD		
FIRMS	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
ACAI ASSOCIATES, INC.	177.23%	10.00%	3.0495		10.00%	
CALTRAN ENGINEERING GROUP, INC.	150.75%	10.00%	2.7583	134.39%	10.00%	2.5783
CDM SMITH INC.	168.77%	10.00%	2.9565	132.54%	10.00%	2.5579
F.R. ALEMAN AND ASSOCIATES, INC.	232.48%	10.00%	3.6573	139.30%	10.00%	2.6323
G-T CONSTRUCTION GROUP, INC. 2		10.00%			10.00%	
INFINITE SOURCE COMMUNICATIONS GROUP, LLC	167.50%	10.00%	2.9425		10.00%	
LEA & ELLIOTT, INC.	168.84%	10.00%	2.9572		10.00%	
NOVA CONSULTING, INC.	155.12%	10.00%	2.8063	121.94%	10.00%	2.4413
PROGRAM CONTROLS, INC.	137.04%	10.00%	2.6074		10.00%	
QUEST ECOLOGY INC.	167.50%	10.00%	2.9425	121.94%	10.00%	2.4413
TIERRA SOUTH FLORIDA, INC.	174.54%	10.00%	3.0199		10.00%	

[1] Independent Audit in accordance with applicable Sections of Part 31, FAR.
2Considered for minor role only

2 Subconsultants that do not have an approved overhead rate must submit their FDOT approved overhead rates for DTPW's approval prior to issuing any work order pursuant to this contract where the sub-consultant is a party thereto.

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.

1. The table of overhead rates is based on information provided by the Subconsultant during initial contract negotiations. The COUNTY has the right to request that the Subconsultant submit independent audit in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency, or an independent audit from a Certified Public Accountant (C.P.A.) to set multipliers. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the Subconsultant for costs

incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

2. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed the Subconsultants' overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. The aforementioned documentation must be updated and provided by the CONSULTANT once, annually from the effective date of the contract, when it requests any overhead rate revisions for Subconsultants in order to be accepted by the COR.

3. The maximum direct hourly rates, per classification, excluding overhead, allowed under this contract shall not exceed the caps listed in Exhibit "F" 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.

4. 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.

5. Labor rates shall be in accordance with Exhibit "F" 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.

6. 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.

7. 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.

8. 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.

9. PRINCIPALS

Subconsultants shall be compensated at the rate of $130.00 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.

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, 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 material 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 have seven (7) days in which to address the default, or undertake meaningful steps toward same. If the default is not corrected to the reasonable satisfaction of the COUNTY, 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.

In the event that the COUNTY fails to comply with the material provisions of this Agreement, CONSULTANT may declare the COUNTY in default by thirty (30) days prior written notification. In such event, the COUNTY shall have seven (7) days in which to correct the default, or undertake meaningful steps toward same. If the default is not corrected to the reasonable satisfaction of the CONSULTANT, the CONSULTANT shall suspend performance under this Agreement, and provide an invoice for properly rendered Services up through the date of termination, together with any reasonable early termination fees necessarily incurred.

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, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the design professional, 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, 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 reasonable attorney's fees for such claims 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 claims, 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 in which the COUNTY participated either through review or concurrence of the CONSULTANT'S actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Subconsultants under this AGREEMENT.

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, Attn.: Leticia Smith, 701 N.W. 1st Court, 15th Floor, Miami, FL 33136, 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 Insurance 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 $5,000,000 per claim.

Certificates of Insurance and/or policies should reference Professional Services for Transit and Public Works Contract No.: CIP215-DTPW19-DE (5).

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 and ordinances 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 - By entering the Contract, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the CONSULTANT effective, January 1, 2021, and requiring all Subconsultants to provide an affidavit attesting that the Subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this CONSULTANT, or if a Subconsultant knowingly violates the statute, the subcontract must be terminated immediately.

Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one year after the date of termination, and the CONSULTANT may be liable for any additional costs incurred by Miami-Dade County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

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.

Refer to Exhibit "B" for Federal Requirements and Provisions.

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.

C. DISADVANTAGED BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

A Disadvantaged Business Enterprise (DBE) goal will not be assigned to the overall PSA; however, work orders generated with federal and state funding, will be assessed individually by DTPW's Office of Civil Rights for possible DBE goal participation. The CONSULTANT must

make a good faith effort to meet any DBE goals established for this contract and comply with all the provisions of the DBE Requirements section made a part of this contract as Exhibit "A". Work Orders solely utilizing local funds will be forwarded to the Internal Services Department's Division of Small Business Development (SBD) for review for processing through the Equitable Distribution Program (when applicable) or determination for small business measures.

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 – FEDERAL REQUIREMENTS AND PROVISIONS

Refer to Exhibit "B" for Federal Requirements and Provisions.

SECTION XXIII - 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 XXIV – 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 XXV – 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 XXVI - 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 XXVII - 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 XXVIII – ERRORS AND OMISSIONS

The CONSULTANT 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 construction 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, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the design professional, be in accordance with Florida Statute 725.08. The CONSULTANT shall participate in all negotiations with the Contractor 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 XXIX - 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, pandemic, governmental closures, 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, 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.

J. Assignability: DTPW may assign its rights and obligations under the Agreement to any successor to the rights and functions of DTPW or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent that DTPW deems necessary or advisable under the circumstances.

K. Assignment: The Consultant shall not assign, transfer, or otherwise dispose of this Agreement, including any rights, title or interest therein, or their power to execute such Contract to any person, company or corporation without the prior written consent to the County. The County's consent for an assignment will not be reasonably withheld.

SECTION XXX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall he 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 _____, 2021.

ATTEST:

HARVEY RUVIN

By:_____

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

By:_____
COUNTY MAYOR OR DESIGNEE

Approved by County Attorney

As to Form and Legal Sufficiency:

_____

ATTEST:

Gannett Fleming, Inc.
(Corporate Seal)

By:
Lea A. Schmolze
Assistant Secretary

By: Carlos M. Cejas
Vice President



EXHIBIT F

MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION

CLASSIFICATION	MAXIMUM HOURLY RATE
Contract Manager	$100.00
Deputy Contract Manager	$95.00
All other Classifications/Employees	$75.00

Professional Services Agreement

Between

Miami-Dade County

And

HNTB Corporation

For

Professional Services for Transit and Public Works Projects

Contract No.: CIP215-DTPW19-DE (4)

ISD Project No.: E19-DTPW-11

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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 _____, 202_ by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and HNTB CORPORATION 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 Transit and Public Works Projects, Contract No.: CIP215-DTPW19-DE (4), ISD Project No.: E19-DTPW-11, 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

Department of Transportation and Public Works (DTPW) has a need for Professional and technical services for DTPW will include, but not necessarily be limited to the following: development of various DTPW plans and studies; detailed site plans; technical and operational planning; transit studies; environmental review and studies in accordance with the National Environmental Policy Act; marketing/branding services; public involvement, development of training programs; design criteria; permitting; engineering inspections; coatings inspection, to include certified inspection for in-process cleaning and painting of new and existing steel, aluminum and concrete structures; multimodal planning and design; right-of-way engineering and administration; transportation and transit planning; coatings consulting design, to include: coatings condition assessments of existing steel, aluminum, and concrete structures and specification and plan note development for cleaning and painting of new and existing steel, aluminum and concrete structures; traffic engineering; surveying; geographical informational system (GIS); structural design and inspection services; geotechnical engineering; environmental engineering; electrical systems and mechanical engineering; water, sewer and drainage systems analysis and design; architecture;

fire/life/safety consulting; transit services and operations planning assistance; cost estimating; configuration management, and other professional services required for DTPW projects that fall within the standards established under Florida Statute 287.055. These professional services will provide technical services to support DTPW with infrastructure facilities and system engineering, planning, analysis and design for our transit park and rides, guideways and facility needs in addition to supporting Strategic Miami Area Rapid Transit Plan corridor studies and design.

The services shall be provided in compliance with the applicable federal requirements under the Federal Transit Administration (FTA) Circular 4220.1F, FTA's Best Practices Procurement Manual, and Florida Statute 287.055. No minimum amount of work or compensation will be guaranteed. Funding for these services will be provided by the FTA, and other state and local sources, on a project-by-project basis, and in accordance with negotiated fees and tasks described in each individual service work order. The Prime Consultants and/or sub-consultants under this Agreement will not be considered for any design-build projects, for which design criteria specifications are developed for DTPW under this PSA.

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 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 the 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, delays caused by other project participants, or other events of force majeure 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

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 following negotiated multipliers (Labor rates are subject to County approval as per paragaph 4 below):

	OFFICE			FIELD		
FIRMS	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
HNTB Corporation	138.00%	10.00%	2.6180	104.91%	10.00%	2.2540

Note: Overhead rates must be submitted on a yearly basis by the Consultant and Subconsultant. Modifications to the overhead rates must be approved by the COR and implemented by the Department.

The initial overhead rates allowed under this contract for field work shall be 104.91% and for office work is 138.00%. These overhead rates are based on independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency provided by the CONSULTANT during initial contract negotiations.

2. The COUNTY has the right to request that the CONSULTANT and Subconsultants submit independent audited statements in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed their Subconsultant's overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

3. The aforementioned documentation must be updated and provided by the CONSULTANT once annually from the effective date of the contract, to support requests for overhead rate revisions in order to be accepted by the COR.

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

5. 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.

6. 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.

7. 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 Attachment "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
HNTB Corporation	Gus Pego	$130.00

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. FIXED FEE

The fixed fee which was negotiated at 10.00% is the operating margin (profit) paid to the CONSULTANT for the professional services described in this agreement. The fixed fee shall

remain fixed unless there is an increase in scope. If the scope is increased, the fixed fee may be modified through the allowance account if it has not been depleted or by a supplemental agreement. For any changes in the scope, the fixed fee shall be computed as 10.00% of the burdened direct labor. The fixed fee will be paid on the basis of the percentage of completion of the work as determined by the COUNTY.

E. 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.

F. 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 $5,500,000.00 (inclusive of base and contingency allowance amounts).

G. 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.

H. 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 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, electronica 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: Vilma Croft, P.E
Address: 161 NW 6th Street, Suite 1000, Miami, FL 33136

Telephone: (305) 222-1457
Email: vcroft@hntb.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.

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 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:

	OFFICE			FIELD		
FIRMS	OHR	OP MARGIN	MULTIPLIER	OHR	OP MARGIN	MULTIPLIER
Acai Associates, Inc.	177.23%	10.00%	3.0495		10.00%	
Caltran Engineering Group, Inc.	150.75%	10.00%	2.7583	134.39%	10.00%	2.5783
Cambridge Systematics, Inc.	231.81%	10.00%	3.6499	144.54%	10.00%	2.6899
Connectics Transportation Group, Inc.	102.87%	10.00%	2.2316		10.00%	
Creativision Media, Inc.	120.36%	10.00%	2.4240		10.00%	
Fernandez-Beraud Inc.	232.48%	10.00%	3.6573	139.30%	10.00%	2.6323
F.R. Aleman and Associates, Inc.	177.23%	10.00%	3.0495		10.00%	
Glass Land Acquisition Service Specialists, Inc.	129.10%	10.00%	2.5201		10.00%	
Janus Research, Inc.	108.53%	10.00%	2.2938		10.00%	
KTA-Tator, Inc.	160.42%	10.00%	2.8646		10.00%	
Lea & Elliott, Inc.	168.84%	10.00%	2.9572		10.00%	
Nova Consulting, Inc.	155.12%	10.00%	2.8063	121.94%	10.00%	2.4413
Terracon Consultants, Inc.	184.23%	10.00%	3.1265	150.89%	10.00%	2.7598

[1] Independent Audit in accordance with applicable Sections of Part 31, FAR.
[2] Considered for minor role only

3 Subconsultants that do not have an approved overhead rate must submit their FDOT approved overhead rates for DTPW's approval prior to issuing any work order pursuant to this contract where the sub-consultant is a party thereto.

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.

1. The table of overhead rates is based on information provided by the Subconsultant during initial contract negotiations. The COUNTY has the right to request that the Subconsultant submit independent audit in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency, or an independent audit from a Certified Public Accountant (C.P.A.) to set multipliers. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

2. In addition, the CONSULTANT is required to submit a statement indicating that it has reviewed the Subconsultants' overhead rates and confirms that these rates have been substantiated by an independent audit from a C.P.A. The aforementioned documentation must be updated and provided by the CONSULTANT once, annually from the effective date of the contract, when it requests any overhead rate revisions for Subconsultants in order to be accepted by the COR.

3. The maximum direct hourly rates, per classification, excluding overhead, allowed under this contract shall not exceed the caps listed in Exhibit "F" 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.

4. 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.

5. Labor rates shall be in accordance with Exhibit "F" 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.

6. 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.

7. 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.

8. 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.

9. PRINCIPALS

Subconsultants shall be compensated at the rate of $130.00 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.

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, 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) Calender 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, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the design professional, 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, 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 for such claims 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 claims, 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 in which the COUNTY participated either through review or concurrence of the CONSULTANT'S actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the CONSULTANT, the COUNTY in no way assumes or shares any responsibility or liability of the CONSULTANT or Subconsultants under this AGREEMENT.

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, Attn.: Leticia Smith, 701 N.W. 1st Court, 15th Floor, Miami, FL 33136, 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 Insurance 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 $1,000,000 per claim.

Certificates of Insurance and/or policies should reference Professional Services for Transit and Public Works Contract No.: CIP215-DTPW19-DE (4).

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. 77-13, 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 - By entering the Contract, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes, but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the CONSULTANT effective, January 1, 2021, and requiring all Subconsultants to provide an affidavit attesting that the Subconsultant

does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this CONSULTANT, or if a Subconsulatnt knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one year after the date of termination, and the CONSULTANT may be liable for any additional costs incurred by Miami-Dade County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

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.

Refer to Exhibit "B" for Federal Requirements and Provisions.

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.

C. DISADVANTAGED BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

A Disadvantaged Business Enterprise (DBE) goal will not be assigned to the overall PSA; however, work orders generated with federal and state funding, will be assessed individually by DTPW's Office of Civil Rights for possible DBE goal participation. The CONSULTANT must make a good faith effort to meet any DBE goals established for this contract and comply with all the provisions of the DBE Requirements section made a part of this contract as Exhibit "A". Work Orders solely utilizing local funds will be forwarded to the Internal Services Department's Division of Small Business Development (SBD) for review for processing through the Equitable Distribution Program (when applicable) or determination for small business measures.

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 – FEDERAL REQUIREMENTS AND PROVISIONS

Refer to Exhibit "B" for Federal Requirements and Provisions.

SECTION XXIII - 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 XXIV – 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 XXV – 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 XXVI - 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 XXVII - 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 XXVIII – ERRORS AND OMISSIONS

The CONSULTANT 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, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the design professional, be in accordance with Florida Statute 725.08. The CONSULTANT shall participate in all negotiations with the Contractor 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 XXIX - 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, 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.

J. Assignability: DTPW may assign its rights and obligations under the Agreement to any successor to the rights and functions of DTPW or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent that DTPW deems necessary or advisable under the circumstances.

K. Assignment: The Consultant shall not assign, transfer, or otherwise dispose of this Agreement, including any rights, title or interest therein, or their power to execute such Contract to any person, company or corporation without the prior written consent to the County. The County's consent for an assignment will not be reasonably withheld.

SECTION XXX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall he 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 _____, 2020.

ATTEST:

HARVEY RUVIN

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:

_____
HNTB Corporation
(Corporate Seal)

By: Deborah Agarian

By: Luis Pego
LUIS PEGO
VICE PRESIDENT

EXHIBIT F

MAXIMUM DIRECT HOURLY RATES PER CLASSIFICATION

CLASSIFICATION	MAXIMUM HOURLY RATE
Contract Manager	$100.00
Deputy Contract Manager	$95.00
All other Classifications/Employees	$75.00

MEMORANDUM
(Revised)

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

DATE: February 1, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Amended
Agenda Item No. 8(N)(6)

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 _____

Amended
Agenda Item No. 8(N)(6)
2-1-22

RESOLUTION NO. **R-124-22**

RESOLUTION APPROVING CONTRACT AWARD OF FIVE PROFESSIONAL SERVICES AGREEMENTS WITH AECOM TECHNICAL SERVICES, INC., KIMLEY-HORN AND ASSOCIATES, INC., BCC ENGINEERING, LLC, GANNETT FLEMING, INC., AND HNTB CORPORATION, TO PROVIDE PROFESSIONAL SERVICES FOR TRANSIT AND PUBLIC WORKS PROJECTS, PROJECT NO. E19-DTPW-11; CONTRACT NOS. CIP215-DTPW19-DE (1-5), IN AN AMOUNT NOT TO EXCEED $5,500,000.00 PER AGREEMENT, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF $500,000.00; 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 PEOPLE'S TRANSPORTATION PLAN (PTP) BOND PROGRAM FUNDS FOR SUCH PURPOSES FOR PROJECTS WHICH WERE INCLUDED IN THE ORIGINAL EXHIBIT 1 TO THE PTP PLAN OR WERE ADDED TO THE FIVE-YEAR IMPLEMENTATION PLAN

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 Contract Award of five Professional Services Agreements to AECOM Technical Services, Inc., Kimley-Horn and Associates, Inc., BCC Engineering, LLC, Gannett Fleming, Inc., and HNTB Corporation for a total amount, per Agreement, not to exceed $5,500,000.00 (inclusive of a contingency allowance amount of $500,000.00), for Professional Services for Transit and Public Works Projects, [Project No. E19-DTPW-11, Contract Nos. CIP215-DTPW19-DE (1-5)]; authorizes the County Mayor or County Mayor's designee to

execute each Agreement in substantially the form attached hereto and exercise all provisions contained therein on behalf of Miami-Dade County; and authorizes the use of People's Transportation Plan (PTP) Bond Program Funds for such purposes, for projects which were included in the original Exhibit 1 to the PTP Plan or were added to the Five-Year Implementation Plan as further outlined in Exhibit 2 to the Mayor's Memorandum.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** 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	**absent**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Joe A. Martinez	**aye**
Kionne L. McGhee	**aye**	Jean Monestime	**aye**
Raquel A. Regalado	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of February, 2022. 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

Memorandum

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

From: Javier A. Betancourt, Executive Director

Date: September 30, 2021

Re: **CITT AGENDA ITEM 7A:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC) APPROVE CONTRACT AWARD OF FIVE PROFESSIONAL SERVICES AGREEMENTS WITH AECOM TECHNICAL SERVICES, INC., KIMLEY-HORN AND ASSOCIATES, INC., BCC ENGINEERING, LLC, GANNETT FLEMING, INC., AND HNTB CORPORATION, TO PROVIDE PROFESSIONAL SERVICES FOR TRANSIT AND PUBLIC WORKS PROJECTS, PROJECT NO. E19-DTPW-11; CONTRACT NOS. CIP215-DTPW19-DE (1-5), IN AN AMOUNT NOT TO EXCEED **$5,500,000.00** PER AGREEMENT, INCLUSIVE OF A CONTINGENCY ALLOWANCE OF $500,000.00; AUTHORIZE THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENTS AND EXERCISE ALLPROVISIONS CONTAINED THEREIN ON BEHALF OF MIAMI-DADE COUNTY; AND AUTHORIZE THE USE OF PEOPLE'S TRANSPORTATION PLAN BOND PROGRAM FUNDS FOR SUCH PURPOSES FOR PROJECTS INCLUDING BUT NOT LIMITED TO THOSE LISTED IN EXHIBIT 2 **(DTPW – BCC LEGISLATIVE FILE NO. 212081) SURTAX FUNDS ARE REQUESTED**

On September 29, 2021, the CITT voted (7-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 21-040. The vote was as follows:

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

Hon. Peggy Bell – Aye
Glenn J. Downing, CFP® – Aye
Paul J. Schwiep, Esq. – Absent
L. Elijah Stiers, Esq. – Aye
Robert Wolfarth – Aye

Meg Daly – Absent
Ashley V. Gantt, Esq. – Absent
Marilyn Smith – Absent
Mary Street, Esq. – Absent

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