

Memorandum



Date: May 3, 2022

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

Agenda Item No. 8(N)(1)

From: Daniella Levine Cava
Mayor

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

Resolution No. R-427-22

Subject: Assignment of Standard Professional Services Agreement (PSA) between EAC Consulting, Inc. and the Florida Department of Transportation (FDOT) to Miami-Dade County, Amendment No. 13 to the PSA and a Local Agency Program Agreement with FDOT

Executive Summary

The purpose of this item is to gain authorization from the Miami-Dade Board of County Commissioners (Board) for (1) assignment of a Standard PSA between EAC Consulting, Inc. (EAC) and FDOT to the County, (2) Amendment No. 13 to the PSA, and (3) a Local Agency Program (LAP) Agreement between the County and FDOT to facilitate the completion of final design plans for the replacement of 11 bridges under the Venetian Causeway project at a total cost to the County of \$10,661,189.48.

Recommendation

It is recommended that the Board approves: (1) the assignment of a Standard PSA between EAC and FDOT to the County for design services under the Venetian Causeway project to replace 11 bridges from North Bayshore Drive to Purdy Avenue, (2) Amendment No. 13 to the PSA to exercise the option for final design and plans preparation services for the Causeway project in an amount not to exceed \$10,661,189.48, and (3) a LAP Agreement with FDOT for project coordination and potential future funding.

Scope

The scope of the project is located within Districts 3 and 4, represented by Commissioners Keon Hardemon, and Sally A. Heyman, respectively. However, the impact of the project is countywide as the Venetian Causeway connects mainland Miami to Miami Beach.

Delegation of Authority

The authority of the County Mayor or the County Mayor’s designee to execute the Assignment of the PSA, Amendment No. 13 to the PSA, and the LAP Agreement are consistent with those authorities granted under the County Code. Additionally, the County Mayor or the County Mayor’s designee is authorized to receive and expend any FDOT funds received under the LAP Agreement. No further delegation is necessary or being requested for this item.

Fiscal Impact/Funding Source

The fiscal impact of the project is \$10,661,189.48, which includes a contingency allowance of \$969,199.04 for unforeseen work. There are no operation and maintenance costs as the agreements are for design services. Funding for Amendment No. 13 is found in Volume 2 of the Fiscal Year 2021-22 Adopted Budget and Multi-Year Capital Plan (page 257), Capital Budget Program No.

2000000266 – Venetian Causeway – Bridge Replacement Matching Funds, Project No. 3000583.
The revenue sources are Capital Asset Series 2010 Bonds and Causeway Toll Revenue.

Track Record/Monitor

The project will be managed by Ryan Fisher, P.E., Manager, Highway Bridge Engineering, Department of Transportation and Public Works (DTPW).

Background

The historic Venetian Causeway was built in 1926 and crosses Biscayne Bay, connecting mainland Miami to Miami Beach through a series of six man-made residential barrier islands connected by 10 fixed bridges and two movable bridges. The Causeway is listed in the National Register of Historic Places, is designated as historic by the City of Miami and Miami Beach and is among the oldest causeways in Miami. Over the last 85 years, the Causeway has undergone extreme environmental effects resulting in widespread deficiencies to its 12 bridges. Repairs have historically been performed through a series of rehabilitation contracts to restore the bridges to their original load carrying capacity and to enable the continued safe operation of the Causeway. The most recent whole-causeway rehabilitation projects were completed in 1997 and 2008. However, it was anticipated that the life expectancy of that work was approximately 10 years once repairs were completed.

To receive federal funding to contribute to a long-term solution to the rapid deterioration of the causeway, DTPW was informed that a Project Development and Environment (PD&E) Study for the rehabilitation and/or replacement of the 12 existing bridges was required. The PD&E Study would consider viable replacement alternatives, the historic nature of the bridges, public and stakeholder concerns, environmental impacts, and potential costs.

On July 7, 2011, the Board adopted Resolution No. R-547-11, authorizing execution of a Locally Funded Agreement (LFA) and a Memorandum of Agreement with FDOT to fund the PD&E Study for the Causeway. The initial cost of the study was \$1,750,000, of which the County’s local contribution was \$875,000. On June 28, 2012, after a competitive procurement process, FDOT awarded Agreement No. C9620 to EAC to conduct the PD&E Study.

Prior to the commencement of the Study, FDOT informed the County that the total amount to fully fund it had increased from \$1,750,000, to \$2,782,967. This increase was attributed to address historic preservation concerns, the procurement of additional services related to new structural design guidelines, drainage provisions for bridge hydraulics, geotechnical investigations, environmental and public involvement services. Accordingly, on November 5, 2013, the Board adopted Resolution No. R-906-13, amending the LFA to contribute an additional \$516,483.50 as the County’s share for the additional services. The resolution also authorized execution of a further amendment to the LFA in an amount of up to \$570,687.50 in the event that the Class of Action for the PD&E Study was elevated from an Environmental Assessment to an Environmental Impact Statement (EIS).

The Class of Action determination identifies the level of documentation required for a project and is made in consultation with the Federal Highway Administration (FHWA), the lead federal agency. An EIS is a full disclosure document that details the process through which a

transportation project is developed; it includes consideration of a range of reasonable alternatives, analyzes the potential impacts resulting from the alternatives, and demonstrates compliance with other applicable environmental laws and executive orders.

Ultimately, the project did not require an EIS; therefore, the additional \$570,687.50 was not needed. Nevertheless, to meet FHWA standards, additional services, such as coordination with cooperating agencies, engineering analysis and data collection, were required. Thus, on October 23, 2018, pursuant to Resolution No. R-1088-18, a second amendment to the LFA was approved, authorizing an increase of up to \$154,615.58 to support the completion of the PD&E Study. The study is expected to be finalized following approval of this item.

In anticipation of the outcome of the PD&E Study, it was deemed in the best interest of the County for DTPW to assume management of the FDOT-EAC agreement via an assignment and to amend the agreement to enable EAC to provide final design and plans preparation services to replace the 11 bridges. In accordance with Resolution No. R-1204-05, DTPW evaluated its in-house capacity to perform the needed consultant services and concluded based on insufficient staff resources, cost and efficiency factors to contract with EAC as the firm has the requisite project expertise.

Under County-EAC agreement, EAC shall prepare a set of contract documents for the design and construction of 11 new bridges along Venetian Causeway between North Bayshore Drive in Miami and Purdy Avenue in Miami Beach, including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with County policy, procedures and requirements. These contract documents will be used by a contractor to develop the project and test the project components. In addition, the contract documents will be used by the County or its Construction, Engineering and Inspection representatives for inspection and final acceptance of the project. Design alternative selection will be based on the coordination, conclusions and commitments resulting from the PD&E Study managed by FDOT. It is anticipated that the Notice to Proceed to EAC will be issued within 30 days of Board approval. Production of final plans can begin immediately following approval of this item, with construction anticipated to commence approximately 33 months following the notice to proceed, with an approximate construction time of 48 months.

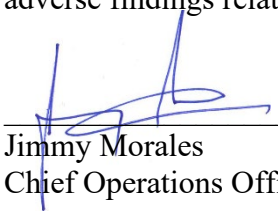
Contract Measures and Due Diligence

The FDOT-EAC PSA did not include a mandatory Disadvantaged Business Enterprise (DBE) goal. DBE firms were encouraged to compete for professional services projects and non-DBE firms were encouraged to use DBE firms as subconsultants. EAC has committed to a 10% DBE participation for the additional services. According to the Internal Services Department, Division of Small Business Development, there are no violations on record within the last three years for EAC. Within the last three years, EAC has held seven contracts, one through the Equitable Distribution Program for a total amount of \$15,429,377. In addition, there are 12 evaluations on record for EAC in the Capital Improvements Information System with an average rating of 3.5 out of a possible 4.0 points. Included below are the subconsultants that EAC has identified for the optional services.

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
Page No. 4

<i>Sub-consultants:</i>	Stantec Consulting Services Inc.	HBC Engineering Company*
	Brand Associates, Inc.*	Janus Research, Inc.
	Geosol, Inc.*	Manuel G. Vera & Associates, Inc.*
	Hardesty & Hanover, LLC	Berenblum Busch Architects, Inc.*
	Intera Incorporated	*DBE Firms

Pursuant to Resolution No. R-187-12 and in accordance with the Internal Services Department’s Procurement Guidelines, DTPW staff performed due diligence to determine EAC’s responsibility. 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 consultant’s responsibility.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

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

DATE: May 3, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(1)

Please note any items checked.

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

Approved  Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(1)
5-3-22

RESOLUTION NO. R-427-22

RESOLUTION APPROVING THE ASSIGNMENT OF AGREEMENT NUMBER C9620 WITH EAC CONSULTING, INC. FROM FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") TO MIAMI-DADE COUNTY FOR DESIGN SERVICES OF THE VENETIAN CAUSEWAY PROJECT TO REPLACE 11 BRIDGES FROM NORTH BAYSHORE DRIVE TO PURDY AVENUE; APPROVING AMENDMENT NUMBER 13 TO AGREEMENT NUMBER C9620 EXERCISING THE OPTION FOR FINAL DESIGN AND PLANS PREPARATION IN AN AMOUNT NOT TO EXCEED \$10,661,189.48 INCLUSIVE OF A CONTINGENCY ALLOWANCE AMOUNT OF \$969,199.04; APPROVING A LOCAL AGENCY PROGRAM AGREEMENT WITH FDOT FOR PROJECT COORDINATION AND POTENTIAL FUTURE FUNDING; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE ABOVE REFERENCED AGREEMENTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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

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

Section 1. Approves the Assignment of Standard Professional Services Agreement Number C9620 (the "Agreement Number C9620") with EAC Consulting, Inc., from Florida Department of Transportation ("FDOT") to Miami-Dade County, in substantially the form attached hereto and made a part hereof, for design services of the Venetian Causeway project to replace 11 bridges from North Bayshore Drive to Purdy Avenue.

Section 2. Approves Amendment Number 13 to Agreement Number C9620, in substantially the form attached hereto and made a part hereof, exercising the option for final design and plans preparation for the Venetian Causeway project an amount not to exceed \$10,661,189.48, which is inclusive of a contingency allowance amount of \$969,199.04.

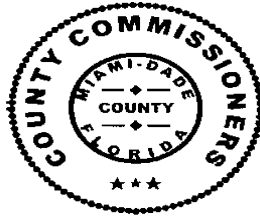
Section 3. Approves a Local Agency Program (“LAP”) Agreement between FDOT and Miami-Dade County, in substantially the form attached hereto and made a part hereof, proving for project coordination and potential future FDOT project funding if it becomes available.

Section 4. Authorizes the County Mayor or County Mayor’s designee to execute the Assignment of Agreement Number C9620, Amendment Number 13 to Agreement Number C9620, and the LAP Agreement, all in substantially the form attached hereto and made a part hereof, for and on behalf of Miami-Dade County, to exercise the provisions contained therein including authority to receive and expend any FDOT funds should they become available, so long as no additional County matching funds are required.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of May, 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

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "AP", is written over a horizontal line.

Annery Pulgar Alfonso

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT (“ASSIGNMENT”) NUMBER C9620 is made and entered into as of August 2, 20²², (“EFFECTIVE DATE”) between the State of Florida, Department of Transportation, an agency of the State of Florida (“DEPARTMENT”) as ASSIGNOR, Miami-Dade County, a political body of the State of Florida, (“COUNTY”) as ASSIGNEE, and EAC Consulting, Inc. (“CONSULTANT”), (collectively, the “PARTIES”).

RECITALS

A. The DEPARTMENT entered into Agreement Number C9620, dated June 28, 2012, as amended from time to time (“AGREEMENT”) with EAC Consulting, Inc. for purposes of providing engineering services for Project Development & Environment (“PD&E”) Studies of the Venetian Causeway, from North Bayshore Drive in Miami to Purdy Avenue in Miami Beach.

B. The COUNTY is undertaking the final design of the Venetian Causeway project.

C. The COUNTY and the DEPARTMENT agree that it is in the best interest of both parties that the DEPARTMENT assign to the COUNTY the option of the AGREEMENT for final design and plans preparation services, in order that the COUNTY may proceed with its Venetian Causeway Final Design project.

D. The DEPARTMENT has agreed to assign the AGREEMENT to the COUNTY, the COUNTY has agreed to accept this ASSIGNMENT and COUNTY and CONSULTANT are willing to accept all remaining rights, obligations and duties under the AGREEMENT at the conclusion of the PD&E Study, as of the Effective Date of this ASSIGNMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the PARTIES agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The DEPARTMENT hereby assigns, grants, bargains, sells, conveys, transfers, sets over and delivers to COUNTY all the interests, rights and obligations of the DEPARTMENT under Agreement Number C9620, June 28, 2012, as amended (a copy of the AGREEMENT and the amendments thereto are attached hereto as Exhibit “A”), subject to the covenants and conditions hereunder, and the COUNTY does hereby accept the same.
3. The COUNTY hereby assumes the DEPARTMENT’S rights, responsibilities, and obligations under the AGREEMENT as of the EFFECTIVE DATE, and shall hereafter perform faithfully all the covenants, stipulations and agreements contained therein. As such, from the EFFECTIVE DATE, all authority under the AGREEMENT previously residing with the Department Secretary or designee shall lie with the COUNTY Mayor or Designee.

4. This ASSIGNMENT is not intended to release the DEPARTMENT for payment of services performed or costs incurred prior to the EFFECTIVE DATE. All payments due to the CONSULTANT for services rendered commencing as of the EFFECTIVE DATE shall be between the COUNTY and CONSULTANT.

5. The COUNTY consents to and accepts the assignment of the AGREEMENT, with the understanding that such consent and acceptance does not constitute a waiver of any prohibition against further assignments which may be contained in the AGREEMENT, and shall not constitute a release of CONSULTANT'S responsibilities and obligations to the DEPARTMENT up to the EFFECTIVE DATE or of CONSULTANT'S failure to perform under the AGREEMENT thereafter, it being understood that this ASSIGNMENT is not deemed to effect a novation.

6. As of the EFFECTIVE DATE, the COUNTY shall assume all rights, obligations and responsibilities under the AGREEMENT, and the CONSULTANT shall, as of said date, be responsible to the COUNTY for performance under the AGREEMENT.

7. The COUNTY and CONSULTANT do hereby release and hold the DEPARTMENT harmless from any claims or demands which arise as a result of actions or omissions occurring after the EFFECTIVE DATE.

8. To the best of DEPARTMENT and CONSULTANT'S knowledge, there are no claims or demands against the CONSULTANT or the DEPARTMENT arising out of or related to the performance of the AGREEMENT prior to the EFFECTIVE DATE.

9. No later than thirty (30) days from the EFFECTIVE DATE, the DEPARTMENT shall request a final invoice from CONSULTANT for services rendered under the AGREEMENT prior to the EFFECTIVE DATE which may remain outstanding, if any.

10. The EFFECTIVE DATE shall be the date that the last party to this ASSIGNMENT has duly executed the same, which date appears above.

11. This ASSIGNMENT may be executed in counterparts, each of which shall be deemed an original document, and when taken together, shall constitute a single agreement.

12. The execution and delivery of this ASSIGNMENT has been duly authorized and approved by the Board of County Commissioners, pursuant to Resolution _____, attached hereto as Exhibit "B".

13. The execution of this ASSIGNMENT shall constitute the assignment of the AGREEMENT by the DEPARTMENT to the COUNTY, the COUNTY's acceptance of such assignment, and CONSULTANT'S covenant to abide by the terms and conditions of the AGREEMENT.

IN WITNESS, WHEREOF, the PARTIES have executed this ASSIGNMENT by their duly authorized officers on the date set forth above.

ASSIGNOR:

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

DocuSigned by:
By: Stacy L. Miller
Jim Wolfe, P. E. Stacy L. Miller
District 6 Secretary

Date: 8/2/2022 | 12:21 PM EDT

DocuSigned by:
Attest: Helen Shabien
Executive Secretary

Legal Review:

DocuSigned by:
By: Alicia Trujillo
12CAF0E1B1DB4BC...

ASSIGNEE:

MIAMI-DADE COUNTY

By: [Signature]
Name: Jimmy Morales

Title: Chief Operations Officer

Date: 8/12/2022

Attest: Olga Valverde
County Clerk
Olga Valverde 8-12-22



Legal Review:

By: [Signature]

**CONSULTANT:
EAC CONSULTING, INC.**

By: [Signature]
Name: Enrique A. Crooks
Title: President

Date: 9/8/21

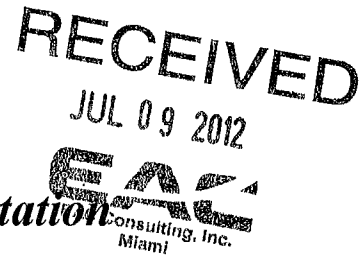
Exhibit “A”
AGREEMENT AND AMENDMENTS



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

1000 N.W. 111 Avenue
Miami, Florida 33172



**ANANTH PRASAD, P.E.
SECRETARY**

June 28, 2012

EAC Consulting, Inc.
Attn: Mr. Enrique "Rick" Crooks, P.E.
815 NW 57 Avenue, Suite 402
Miami, Florida 33126

Notice to Proceed

Re: Venetian Causeway from North Bayshore Drive to Purdy Avenue

Contract No: C9620
FM No: 42271322201
County: Miami-Dade

Dear Consultant:

The services for the above referenced project are authorized to begin on June 28, 2012 and will be completed on or before June 27, 2015.

As indicated in the Method of Compensation section of the Standard Professional Services Agreement it is the responsibility of the consultant to report "actual" payments made to sub-consultants through the Department's Equal Opportunity Reporting System on the internet monthly at the time of invoice submittal. Go to the following website address to enter this information: <http://www.bipincwebapps.com/bizwebflorida/>.

For further reference contact the Professional Service Unit at (305) 470-5457.

Sincerely,

Dat Huynh, P.E.
Project Manager

DH/JC/TO

cc: Financial Services (2 copies)

Dat Huynh

File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD PROFESSIONAL SERVICES AGREEMENT

375-030-12
PROCUREMENT
OGC - 06/11
Page 1 of 2

Contract No. C9620

FDOT Financial ID No.(s) 422713-2-22-01

Appropriation Bill Number(s)/Line Item Number(s) for
1st year of contract, pursuant to s. 216.313, F.S. N/A

(required for contracts in excess of \$5 million)

F.A.P. No. N/A

THIS AGREEMENT, made and entered into this 28 day of June, 2012, by and
(This date to be entered by DOT only)
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the
Department and EAC Consulting, Inc.
(F.E.I.D. No. F650519739) of 815 NW 57th Avenue, Suite 402, Miami, FL 33126

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated June, 2011 which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:
N/A

are incorporated by reference and made a part of this Agreement.

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with
Venetian Causeway from North Bayshore Drive to Purdy Avenue
- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be 815 NW 57th Avenue, Suite 402, Miami, FL 33126

2. TERM

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 10 year term from the date of execution of this Agreement, whichever occurs first.
- B. Check applicable terms
- ☒ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's District Secretary _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within 36 months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment of Supplemental Agreement.
- ☐ The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's _____, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within _____ months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed _____.
- ☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is _____ months.

3. **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the Standard Professional Services Agreement Terms is \$1,750,000.00

4. **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the

Standard Professional Services Agreement Terms:

Corzo Castella Carballo Thompson Salman, P.A. (F650039493) EC Driver & Associates, Inc. (F592375705)

Geosol, Inc. (F650997886) HBC Engineering Company (F223936061) Janus Research (F591913512)

Kimley-Horn & Associates, Inc. (F560885615) Manuel G. Vera & Associates, Inc. (F591741639) Clary Consulting (F261633711)

Ocean Engineering & Assoc., Inc. (F593172265) Cunningham Group, Inc. (F650818493) Touchstone Architect. (F593495233)

5. **COMPENSATION**

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

6. **MISCELLANEOUS**

A. Reference in this Agreement to Director will mean the District Secretary

B. The services provided herein ☐ do ☒ do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A- 25 : Exhibit "A", Scope of Services

Page B-1 through Page B- 6 : Exhibit "B", Method of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

EAC Consulting, Inc.

Name of Consultant

BY:

Authorized Signature

Enrique A. Crooks

(Print/Type)

Title:

PRESIDENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:

Harold A. Desdunes, P.E.

(Print/Type) District Director of Transportation Development

Title:

FOR DEPARTMENT USE ONLY

APPROVED:

Elizabeth J. Leopold
Professional Services Unit

LEGAL REVIEW:

Alicia J. Ingold
General Counsel Office

DUE DILIGENCE

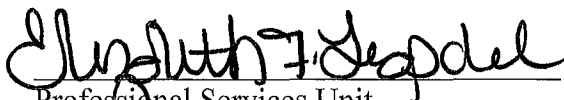
DECLARATION STATEMENT:

FOR

CONTRACT # C9620

The salary rates contained in this new agreement reflect negotiated wages derived from current and certified actual payroll registers. Moreover, the rates **do not include escalation** and will remain in full force and effect throughout the term of the agreement unless otherwise modified, amended or changed.

APPROVED:


Professional Services Unit


Date

CONTRACT
TERMS

State of Florida Department of Transportation
STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS
June, 2011

1. SERVICES AND PERFORMANCE

- A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.
- B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.
- D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

In the event that the Consultant and the Department are not able to reach an agreement as to the amount of compensation to be paid to the Consultant for supplemental work desired by the Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department for such additional amounts as the consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the Consultant from the obligation to timely perform the supplemental work.
- E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.
- F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.
- G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars (\$1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.
- H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.

- I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. TERM:

- A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

- B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. COMPENSATION:

- A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.
- B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.

- D. Records of costs incurred will include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subconsultants performing work on the project, and all other records of the Consultant and subconsultants considered necessary by the Department for a proper audit of project costs.
- E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-76, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.
- F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.
- J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

- K. The Department, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND INSURANCE:

- A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, 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 the contract.

The parties agree that 1% of the total compensation to the Consultant for performance of this Agreement is the specific consideration from the Department to the Consultant for the Consultant's indemnity agreement.

- B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.
- C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.
- D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. COMPLIANCE WITH LAWS:

- A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.
- B. Chapter 337.162 Florida Statutes applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.
 - (3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.

- C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.
- D. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the Department shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- E. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- F. The Consultant agrees that it will 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 the Agreement, without first notifying the Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.
- G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.
- J. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. TERMINATION AND DEFAULT

- A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:
- (1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.
 - (2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
 - (3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department. The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.
- C. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (1) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTORS

- A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.
- B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.
- C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 28th Street North
Suite 300
St Petersburg, Florida 33716

8. **MISCELLANEOUS**

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. There are no understandings or agreements except as herein expressly stated.
- D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Consultant:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9. **TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
- The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

- N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

EXHIBIT "A"

**SCOPE
OF
SERVICES**

EXHIBIT A

**SCOPE OF SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E)
STUDIES**

Financial Project ID: 422713-2-22-01
Federal Aid Project No.: TBD
County Section No.: 87522500
Description: Venetian Causeway from North Bayshore Drive in Miami to Purdy Avenue in Miami Beach
Miami Dade County
Bridges No.: 874459, 874460, 874461, 874463, 874465, 874466, 874471, 874472, 874473, 874474, 874477, 874481

EXHIBIT A

PURPOSE	1
STUDY OBJECTIVE	2
STUDY REQUIREMENTS AND PROVISIONS FOR WORK.....	2
Governing Regulations	2
Liaison Office	3
Key Personnel	3
Meetings and Presentations	3
Quality Control	3
Correspondence	4
Submittals	4
Computer Automation	5
Coordination with Other Consultants and Entities	5
Optional Services	5
1.0 PUBLIC INVOLVEMENT	6
1.1 Public Involvement Program	6
1.2 Public Involvement Data Collection	6
1.3 Notice Of Intent	6
1.4 Advance Notification	6
1.5 Scheduled Public Meetings	6
1.6 Other (Unscheduled) Public and Agency Meetings	7
1.7 Public Hearing	7
1.8 Location and Design Concept Acceptance	8
1.9 Special Public Involvement Requirements	8
1.10 Quality Control	8
2.0 ENGINEERING ANALYSIS AND REPORTS.....	9
Data Collection	9
2.1 Field Review	9
2.2 Aerial Photography	9
2.3 Survey Coordination	9
2.4 Existing Roadway Characteristics	9
2.5 Existing Structure Characteristics	9
2.6 Traffic Data	9
2.7 Crash Data	10
2.8 Existing Signage Inventory (Limited Access Only)	10
2.9 Utilities & Railroads	10
2.10 Transportation Plans	11
2.11 Soils	11
2.12 Base Map	11
Needs	11
2.13 Safety	11
2.14 Analysis of Existing Conditions	11
2.15 Purpose and Need Statement	11

Design Analysis	11
2.16 Corridor Analysis	12
2.17 Traffic Analysis	12
2.18 Typical Section Analysis	13
2.19 Roadway Design Alternatives	13
2.20 Prepare Alternative Concept Plans	13
2.21 Drainage and Floodplain Analysis	13
2.22 Structures	13
2.23 Access Management	14
2.24 Multi-modal Accommodations	14
2.25 Maintenance of Traffic Analysis	14
2.26 Geotechnical Coordination	14
2.27 Intelligent Transportation Systems	14
2.28 Utilities and Railroads	14
2.29 Other Engineering Services	14
Comparative Analysis of Alternatives	14
2.30 Comparative Analysis and Evaluation Matrix	14
2.31 Selection of Preferred Alternative(s)	15
2.32 Conceptual Design Plans (Preferred)	15
2.33 Identify Construction Segments	15
2.34 Value Engineering	15
2.35 Construction Cost Estimates	16
2.36 Right Of Way Cost Estimates	16
2.37 Typical Section Package	16
2.38 Design Exceptions and Variations:	16
3.0 ENVIRONMENTAL ANALYSIS AND REPORTS	17
3.1 Land Use Changes	17
3.2 Social	17
3.3 Economic	17
3.4 Mobility	18
3.5 Aesthetics	18
3.6 Relocation Potential	18
Cultural Resources	18
3.7 Archaeological and Historic Resources	18
3.8 Section 4(f)	19
Natural Resources	19
3.9 Wetlands and Essential Fish Habitat	19
3.10 Water Quality	19
3.11 Special Designations	19
3.12 Wildlife And Habitat	20
3.13 Identify Permit Conditions	20
3.14 Farmlands	20
Physical	20
3.15 Noise	20
3.16 Air Quality	20
3.17 Construction Impact Analysis	20
3.18 Contamination	20

Environmental Reports	20
3.19 Class of Action Determination (State Environmental Impact Report)	21
3.20 Environmental Assessment	21
3.21 Finding Of No Significant Impact	21
3.22 Draft Environmental Impact Statement	21
3.23 Final Environmental Impact Statement	21
3.24 Quality Control	21
4.0 MISCELLANEOUS SERVICES	22
4.1 Contract and Project Files	22
4.2 Project Management Meetings And Coordination	22
4.3 Additional Services	22
27 SURVEY.....	22
5.0 METHOD OF COMPENSATION	25
6.0 SERVICES TO BE PERFORMED BY THE DEPARTMENT	25

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES**

This Exhibit forms an integral part of the agreement between the State of Florida Department of Transportation (hereinafter referred to as the DEPARTMENT) and CONSULTANT (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Financial Project Number: 422713-2-22-01
Federal Aid Project No.: TBD
County: Miami Dade
Description: Venetian Causeway from North Bayshore Drive in Miami to Purdy Avenue in Miami Beach
Bridges No.: 874459, 874460, 874461, 874463, 874465, 874466, 874471, 874472, 874473, 874474, 874477, 874481

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the DEPARTMENT in connection with the Preliminary Engineering (Conceptual Design), and Environmental Studies necessary to comply with Department procedures and to obtain Federal Highway Administration (FHWA) Location and Design Concept Acceptance (LDCA) of proposed improvements to this transportation facility.

The Project Development Process shall follow the DEPARTMENT'S publication titled "*Project Development and Environment Manual*", and all subsequent revisions. Throughout this Scope of Services portion of this CONSULTANT Contract, the publication will be referred to as the "PD&E Manual". All tasks identified in this scope of work will be done in accordance with the Department's PD&E Manual, unless otherwise stated. The study will incorporate the Efficient Transportation Decision Making (ETDM) process in an effort to coordinate project activities and expedite the overall process and project delivery. This will include continuous public involvement, agency interaction, drainage and permitting activities, and design coordination. All tasks identified in this scope of work will be done in accordance with the Department's PD&E Manual and ETDM Manual, unless otherwise stated.

The PD&E Manual incorporates all the requirements of the National Environmental Policy Act (NEPA); Federal law and executive orders; applicable Federal regulations included in the Federal Highway Administration Federal-Aid Policy Guide; and applicable State laws and regulations including Chapter 339.155 of the Florida Statutes. The project documentation prepared by the CONSULTANT in accordance with the PD&E Manual shall therefore comply with all applicable State and Federal laws, executive orders, and regulations.

The CONSULTANT shall perform those engineering services required for LDCA studies, including consideration of all social, economic, environmental effects, and mitigation as required by the FHWA and/or the Project Development and Environment (PD&E) Manual, along with the required environmental documents, engineering reports, preliminary plans, public hearing, and right-of-way maps.

Sections 1 through 4 of the Scope of Services will establish which items of work described in the PD&E Manual are specifically included in this contract, and additionally which of the items of work will be the responsibility of the CONSULTANT or the DEPARTMENT.

The DEPARTMENT will provide contract administration and provide management services and technical reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility.

STUDY OBJECTIVE

The CONSULTANT is to provide documented information necessary for the DEPARTMENT to reach a decision on the type, design, and location of improvements to the Venetian Causeway rehabilitation and/or replacement project Miami-Dade County, Florida.

The CONSULTANT is to study the rehabilitation and/or replacement of the existing bridges that comprise of the Venetian Causeway. Other feasible alternatives must be evaluated, which will include refinements, if applicable. However, since the goal is the rehabilitation and/or replacement of the existing bridges, the CONSULTANT will study improvements along the existing corridor.

The CONSULTANT will also utilize any information available from the Miami Dade County (COUNTY) Venetian Causeway Bridge Project Development and Environmental (PD&E) Project. As the County initiated the Design Phase of the project, the CONSULTANT must utilize all available information as to avoid duplication of efforts. The FDOT Project Manager will provide COUNTY project information to the CONSULTANT.

The CONSULTANT shall collect all existing engineering and environmental data required for the possible improvements of the Venetian PD&E project. The CONSULTANT shall also identify all existing deficiencies, develop alternatives to resolve those deficiencies, document the analysis and conclusions in reports and plans, recommend a preferred alternative, and obtain FHWA LDCA.

The anticipated Class of Action (COA) is an Environmental Impact Statement. However, it is the responsibility of the CONSULTANT to evaluate, analyze, and propose any opportunities to downgrade the COA and accelerate the project.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

Governing Regulations

The services performed by the CONSULTANT shall comply with all applicable DEPARTMENT Manuals and Guidelines. The DEPARTMENT'S Manuals and Guidelines incorporate, by requirement or reference, all applicable State and Federal regulations. The current edition, including updates, of the following DEPARTMENT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy.

- Florida Statutes
- Florida Administrative Codes
- Applicable Federal Regulations, U.S. Codes and Technical Advisories
- Project Development and Environment Manual
- ETDM Planning and Programming Manual
- Sociocultural Effects Evaluation Handbook
- Public Involvement Handbook
- Plans Preparation Manual
- Interchange Handbook (525-030-160)
- Design Standards (625-010-003)
- Highway Capacity Manual

- Manual on Uniform Traffic Studies (MUTS)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook) (625-000-015)
- Guide for the Design of Bicycle Facilities (AASHTO)
- Florida Pedestrian Facilities Planning & Design Handbook
- Right-of-Way Mapping Handbook (550-030-015)
- Right-of-Way Procedures Manual (575-000-000)
- Location Survey Manual (550-030-101)
- EFB User Guide
- Drainage Manual
- Department's Stormwater Facilities Handbook
- Outline Specifications - Aerial Surveys/Photogrammetry
- Structures Design Guidelines (625-020-018)
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- FDOT Quality/Level of Service Standards Handbook Software & Tables
- K-Factor Estimation Process
- Project Traffic Forecasting Procedure (525-030-120)
- FDOT Highway Landscape Guide
- Basis of Estimates Manual

Liaison Office

The DEPARTMENT will designate a Liaison Office and a Project Manager who shall be the representative of the DEPARTMENT for the Project. While it is expected the CONSULTANT shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the Project Manager.

Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.

Meetings and Presentations

The CONSULTANT shall attend a Notice to Proceed Meeting with DEPARTMENT representatives, where relevant project information will be provided by the DEPARTMENT, along with procedures for administering the contract. The CONSULTANT and his staff shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the DEPARTMENT. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings. The CONSULTANT must provide the DEPARTMENT minutes no more than five (5) business days after the meeting. Minutes must sent them to the individuals that attended the meeting no more than 5 business days after the DEPARTMENT's approval.

Quality Control

The CONSULTANT shall be responsible for insuring that all work products conform to DEPARTMENT standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the DEPARTMENT'S Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the DEPARTMENT for their records within one (1) week of the receipt of said correspondence.

Submittals

The CONSULTANT shall provide electronic and hard copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

Engineering Items: Copies:

Design Traffic Technical Memorandum	10
Preliminary Engineering Report	10
First Draft Project Development Summary Report	10
Second Draft Project Development Summary Report	10
Final Project Development Summary Report (Signed and Sealed)	10
Preliminary Bridge Development Report	10
Location Hydraulics Report	10
Drainage/Pond Siting Report	10
Conceptual Design Roadway Plan Set	10
Geotechnical Report	10
Typical Section Package	10
Bridge Hydraulic Report	10
Value Engineering Information Report	10
Design Variations and Exceptions Package (if required)	10
Right of Way Plans (each phase submittal)	10

Environmental Items: Copies:

Advanced Notification	75 (Optional)
Public Involvement Plan	7
Draft Environmental Assessment (if applicable)	10
Environmental Assessment (if applicable)	10
Finding of No Significant Impact (if applicable)	10
Pre-Draft Environmental Impact Statement	10
Draft Environmental Impact Statement	10
Final Environmental Impact Statement	10
Section 4(f) Evaluation	10
Noise Study Report	10
Air Quality Report	10
Contamination Screening Evaluation Report	10
Conceptual Stage Relocation Plan	10
Endangered Species Biological Assessment	10
Essential Fish Habitat Assessment	10
Wetlands Evaluation Report	10
Cultural Resource Assessment	10

Upon completion of the study, the CONSULTANT shall deliver to the DEPARTMENT, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available software to help assure quality and conformance with the policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the ***FDOT CADD Manual***. The CONSULTANT will submit final documents and files as described therein. Additional related information is found in the ***FDOT Plans Preparation Manual***.

All computer disks shall be scanned for viruses prior to submitting to FDOT. Failure to scan for viruses may result in a lower Consultant work performance evaluation.

Coordination with Other Consultants and Entities

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

The CONSULTANT is to coordinate with any agencies and/or entities that require further coordination through the ETDM Process.

Optional Services

At the DEPARTMENT'S option, the CONSULTANT may be requested to provide final design and plans preparation services or expert witness services for right-of-way acquisition. The fee for these services shall be negotiated in accordance with the terms detailed in exhibit b, method of compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement for the additional services shall be executed in accordance with paragraph 2.00 of the standard consultant agreement.

1.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving input from all interested persons, groups, and government organizations regarding the development of the project. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in *Part 1, Chapter 11, and Part 2, Chapter 9 of the PD&E Manual, the FDOT Public Involvement Handbook* and the following sections.

The CONSULTANT shall provide to the DEPARTMENT drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and / or distribution.

1.1 Public Involvement Program

The CONSULTANT shall provide the Public Involvement Program (PIP), consistent with Part 1 Chapter 11 of the PD&E Manual. The program must be in written form and incorporated into the project file.

1.2 Public Involvement Data Collection

The CONSULTANT shall provide a comprehensive Public Involvement Plan detailing the approach which will be implemented in order to gain consensus on the project. The Plan will also identify key interest groups within the study limits and detail forms of media contact and methodologies for securing community inclusion in the project development. The CONSULTANT shall assist the DEPARTMENT with data collection and in preparing responses to any public inquiries from the public involvement process.

1.3 Notice Of Intent

The CONSULTANT shall assist the DEPARTMENT in preparing the Notice of Intent, required for all EIS projects.

1.4 Advance Notification

Advanced Notification is submitted during the ETDM Programming Screening Event and recorded in the EST and the Programming Screening Report.

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter as per Part 1, Chapter 3 of the PD&E Manual for the DEMO Manager / Engineer to submit to the State Clearing House.

1.5 Scheduled Public Meetings

The CONSULTANT shall provide all support necessary for the DEPARTMENT to hold or participate in various public meetings, which may include but not limited to:

- Scoping Meeting
- Elected Officials/Agency Kick-off Meeting
- Public Kick-off Meeting
- Community Advisory Committee (CAC)

- Corridor or other Public Meeting
- Alternatives Public Meeting

For any of the above type meetings, the CONSULTANT shall prepare and/or provide:

- Scripts or agenda for presentation
- Handouts.
- Graphics for presentation.
- Meeting equipment set-up and tear-down.
- Legal and/or display advertisements. (The CONSULTANT will pay the cost of publishing.)
- Letters for notification of elected and appointed officials, property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.)
- News releases, for use three to five days prior to meeting.
- Summary notes of meetings to be provided to the Department no later than 5 business days after the meeting.
- Briefing and debriefing of Department staff.

The CONSULTANT will investigate potential meeting sites to advise the DEPARTMENT on their suitability. The CONSULTANT will pay all costs for meeting site rental and insurance.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the DEPARTMENT'S Project Manager.

It is estimated for this project there will be 5 Public meetings during the study.

1.6 Other (Unscheduled) Public and Agency Meetings

In addition to scheduled public meetings, the CONSULTANT may be required to participate in other meetings with the public, elected officials, special interest groups or public agencies. The CONSULTANT'S participation will be limited to participation during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be 30 meetings during the study.

1.7 Public Hearing

The CONSULTANT shall provide all the support services listed in Sections 1.2 and 1.5 above, and in addition shall prepare:

Public officials and Agency letters: The CONSULTANT will prepare the letters, insert them in envelopes, and address the envelopes. The CONSULTANT will pay for first class postage. At the District's discretion, the CONSULTANT will e-mail letters in lieu of or in addition to those sent by U.S. Mail.

Property owner letters: The CONSULTANT will provide a list of the names and addresses of the property owners from county tax rolls in a format specified by the District. The CONSULTANT

will prepare the letters, insert them in envelopes, address the envelopes, and pay for first class postage.

- All elements of the multi-media presentation.
- A script for and a professional voice-over tape recorder presentation, including computerized presentation, PowerPoint, and/or a video presentation.
- Graphics.
- Displays of plans and report(s) for the public display.
- Brochures or handouts.
- Prepare public advertisements.
- Court Reporter(s)
- Police Officer
- Briefing and debriefing of Department staff.

The CONSULTANT will procure a verbatim transcript of the Public Hearing. The CONSULTANT will combine the transcript with any other comments received by the DEPARTMENT as part of the public hearing record, and affidavits of publication of legal ads, and will provide copies of the transcript for the DEPARTMENT'S use. The CONSULTANT will also prepare a Public Hearing Summary attached to the Public Hearing Transcript.

1.8 Location and Design Concept Acceptance

The CONSULTANT will prepare and pay for the LDCA advertisement.

1.9 Special Public Involvement Requirements

The CONSULTANT shall prepare a project fact sheet and 12 editions of a multicolor newsletter and duplicates. Distribution shall be through the project mailing list and hand delivered to various locations as appropriate. The CONSULTANT shall pay the postage.

The CONSULTANT shall develop and maintain an Internet web page for the dissemination of public information and collection of public comment. This will be an optional services item.

The CONSULTANT shall produce a "Project Book" for life of the project. The Project Book will consist of a record of all public involvement and major activities concerning the project (i.e. project schedule, newsletters, public notices, newspaper articles, etc.), as directed by the FDOT Project Manager.

1.10 Quality Control

2.0 ENGINEERING ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in *Part 1, Chapter 4 of the PD&E Manual* and the following sections.

Data Collection

Upon notice to proceed, the CONSULTANT shall begin preliminary assessments of the study corridor from an engineering standpoint. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analyzes within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

2.1 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data

2.2 Aerial Photography

Use Aerial Photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings.

The CONSULTANT will furnish the necessary aerial photography for use in the study. Aerial photography shall be prepared for the following uses at the noted scales:

Overall Project Location Map	1"= 500'
Drainage Map	1"= 300'
Corridor Maps	1"= 300'
Concept Plans	1"= 100'
Detail Sheets (if needed)	1"= 40'

2.3 Survey Coordination

The CONSULTANT will coordinate Survey services with the FDOT Survey Office, as directed by the FDOT Project Manager.

2.4 Existing Roadway Characteristics

2.5 Existing Structure Characteristics

2.6 Traffic Data

The CONSULTANT will utilize any existing traffic counts provided by the DEPARTMENT and where traffic counts are not available will conduct the necessary counts at the following locations:

4 Hour TMC (AM & PM PEAK)

- Venetian Causeway & Bayshore Drive
- Venetian Causeway & East San Marino Drive
- Venetian Causeway & Di Lido Drive
- Venetian Causeway & East Rivo Alto
- Venetian Causeway & West Island Avenue
- Venetian Causeway & East Island Avenue
- Venetian Causeway & Purdy Avenue

The CONSULTANT will analyze the traffic projections, and report to the Project Manager concerning apparent inconsistencies. The CONSULTANT will provide the Project Manager with support and advice in procuring acceptable revised Traffic Projections. All traffic projections provided by the CONSULTANT must be approved by the DEPARTMENT's Project Manager.

The CONSULTANT will furnish 72-hour traffic machine classification counts for three consecutive weekdays (approach volumes at 15-minute increments) at the following intersection locations at a minimum:

- Bayshore Drive at Venetian Causeway
- San Marino Dr. E at Venetian Causeway
- DiLido Dr. E at Venetian Causeway
- Rivo Alto E. at Venetian Causeway
- Island Ave. W. at Venetian Causeway
- E. Island Ave at Venetian Causeway
- Purdy Ave. at Venetian Causeway

Based on an analysis of the 72-hour traffic machine classification counts and evaluation of current development trends (traffic generators) the CONSULTANT will then perform manual vehicle turning movement counts for peak hours at those intersections where required.

2.7 Crash Data

The CONSULTANT shall obtain available data from DEPARTMENT'S Database and local sources for various highway segments required. Obtain data for previous five years. The data collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

2.8 Existing Signage Inventory (Limited Access Only)

The CONSULTANT will be responsible for inventorying the existing signage along the project corridors.

2.9 Utilities & Railroads

Based on the coordination with the utility companies along the project the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 10 of the PD&E Manual. The CONSULTANT will also address impacts to any existing and proposed railroads.

2.10 Transportation Plans

The CONSULTANT shall obtain plans for all modes of transportation including surface, transit and non-motorized modes. The following plans or studies should be obtained:

- Urban Area Transportation Study, and if applicable, County Cost Feasible and Needs Plans
- Local Comprehensive Plans; city and county
- Transit; rail, bus, other
- Non-motorized modes, including bikeways and pedestrian walkways

2.11 Soils

The CONSULTANT shall review the United States Department of Agriculture, Geological Survey, Natural Resource Conservation Service (formerly Soil Conservation Service) Maps and summarize the findings.

2.12 Base Map

The CONSULTANT shall develop a CADD database that includes existing characteristics. CADD data base information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and concept plans.

Needs

2.13 Safety

Based on the information obtained from the crash data the CONSULTANT shall identify project needs associated with the safety of the existing facility.

2.14 Analysis of Existing Conditions

The CONSULTANT shall analyze the existing conditions in order to identify any deficiencies that are to be identified in the Needs section.

2.15 Purpose and Need Statement

The CONSULTANT shall update and verify the purpose and need for the project from the Programming Summary Report as outlined in *Part 2, Chapter 5 of the PD&E Manual*.

Design Analysis

Utilizing the data collected as part of this Scope of Services, the CONSULTANT shall perform the engineering analysis necessary to complete the project development process. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis.

After selection of viable corridor(s), the CONSULTANT shall develop and analyze alternate conceptual design alternatives. The development of the design alternatives shall consider context sensitive solutions.

The CONSULTANT shall develop and evaluate all viable alternatives in order to address the project needs.

2.16 Corridor Analysis

The CONSULTANT shall document that the existing corridor is the only feasible corridor for the project, and that other corridors were not considered.

2.17 Traffic Analysis

Design Traffic

The CONSULTANT is responsible for developing the traffic projections to be used to establish the basic design requirements for roadway typical sections, intersection, and interchange design. The CONSULTANT will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, the opening year, midyear, and design year from opening the new facility. The CONSULTANT shall develop and analyze the traffic data for each viable corridor and design alternative, as appropriate. The CONSULTANT will perform a capacity/operational analysis for the existing, opening, mid, and design year for the Venetian Causeway Corridor and the associated signalized intersections. The CONSULTANT will project future growth utilizing the Miami-Dade LRTP 2035 Model, for the respective intersections and roadways. A comparison of the historical growth vs. model growth will be established, the CONSULTANT will select the most appropriate future growth trends based on the study area. Turning movement counts will be projected into the future to determine future traffic. The CONSULTANT will check for any planned or programmed improvements in the Venetian Causeway Corridor prior to conducting the future conditions analysis.

Software analysis will be performed to determine existing vehicle operations, travel time delays, safety, concerns and Level of Service (LOS) to be used to identify corridor deficiencies. Traffic factors, K (Hourly Design), D (Directional Design), T (Truck Factor) and PHF (Peak Hour factor) will be identified for each analysis year. The adopted minimum acceptable level of service for the respective intersections will be identified.

The DEPARTMENT may require the CONSULTANT to provide interim and design year traffic projections for viable corridor(s) using the current SERPM base and cost feasible models combined with trend analysis. A sub-area model refinement should be performed for the base year to match the Venetian Causeway traffic volumes and the refinements should be carried to future year models. The CONSULTANT's modeling staff will hold meetings and discussions with the Department to define the criteria for model refinement, model interpolation procedures, daily or time-of-day SERPM runs, trend analysis, traffic projections and peak hour traffic balancing for the Causeway, intersections and cross streets.

Traffic Operational Analysis

The CONSULTANT shall also perform the following activities in connection with the Design year; twenty (20) years post construction traffic.

Capacity analyses at appropriate locations.

Design Traffic Memo

After selection of viable corridor(s), the CONSULTANT will prepare a Design Traffic Technical Memorandum. This memorandum will document the methodology used in developing the traffic demand and multi-modal splits, if applicable. The memorandum shall also identify the design

traffic volumes for each corridor alternate, which may include combinations with other modes of transportation.

The CONSULTANT will use the results of the traffic data collection activities described in section 2.6 of this scope of services, and the initial traffic data furnished by the DEPARTMENT.

After DEPARTMENT approval of the Design Traffic Technical Memorandum, those traffic projections will be used during the study of conceptual design alternatives and for the analysis of any impacts which depend on traffic inputs (i.e. noise impacts and air quality assessments).

The Design Traffic Memo will also include the traffic operational analysis of the alternatives. The design traffic will be prepared in accordance with the Project Traffic Forecasting Procedure (# 525-030-120).

2.18 Typical Section Analysis

The CONSULTANT shall develop all appropriate typical section alternatives for the project. These will include the department's standard typical sections, and any typical sections that may result in minimizing right of way, and incorporating context sensitive solutions

2.19 Roadway Design Alternatives

The CONSULTANT shall develop and analyze alternate conceptual design of alignment alternatives as described in Part 1, Chapter 4 and Part 2, Chapter 6 of the PD& E Manual.

2.20 Prepare Alternative Concept Plans

The CONSULTANT will overlay Concept Plans on the base maps. The Concept Plans will be prepared at a scale of 1"=100'. In addition, the CONSULTANT will draw an overall location plan of the project alternatives at a ratio of 1'=200". The Concept Plans will be drawn on standard size 11"x17" reproducible with standard title boxes. The drawings shall be suitable for public display at meetings and hearings.

2.21 Drainage and Floodplain Analysis

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment or attenuation. The location and size of potential detention/retention areas will be determined for all viable alternate alignments

The CONSULTANT shall prepare a "Preliminary Drainage Report" for the project in accordance to the Department's Stormwater Facilities Handbook, the Drainage Manual, ICPR Applications Manual, ICPR Technical Design Guide, Exfiltration Trench Reference Manual.

The CONSULTANT shall prepare a Location Hydraulic Report for the project in accordance with Part 2, Chapter 24 of the PD&E Manual.

2.22 Structures

The CONSULTANT will evaluate conceptual structures vertical and horizontal alignments.

The CONSULTANT shall prepare a Bridge Hydraulic Report as described in Part 2, Chapter 24 of the PD&E Manual.

At the DEPARTMENT'S OPTION: the CONSULTANT shall prepare a Preliminary Bridge Development Report in accordance with the Structures Manual and Plans Preparation Manual,

and coordination with the District Structures Office. A prequalified bridge consultant shall be part of the PD&E team.

2.23 Access Management

The CONSULTANT shall review the Department's State Highway System Access Management Classification System and Standards (Rule 14-97) and determine their application to the project. The CONSULTANT shall determine the proper access classification and standard to be applied to the project and coordinated with the Districts' Access Management Review Committee.

The proposed access management plan shall be presented as part of the public involvement process. If an Access Management Classification/Reclassification Public Hearing is required, it will be combined with another public meeting.

2.24 Multi-modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternatives. This task only includes existing and planned multi-modal facilities.

2.25 Maintenance of Traffic Analysis

The CONSULTANT will analyze the design alternatives for constructability, and the ability to maintain traffic. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost estimate will be included in the cost estimate for that alternative.

2.26 Geotechnical Coordination

The CONSULTANT will coordinate the geotechnical needs of the project. As stated in the Study Objective, the CONSULTANT will meet with the FDOT to evaluate and utilize as much existing data as available.

2.27 Intelligent Transportation Systems

2.28 Utilities and Railroads

Based on the coordination with the utility companies along the project the CONSULTANT shall prepare a Utility Assessment Package as described in Part 2, Chapter 10 of the PD&E Manual. The CONSULTANT will also address impacts to any existing and proposed railroads.

2.29 Other Engineering Services

Comparative Analysis of Alternatives

The DEPARTMENT will determine which viable alternative(s) to further evaluate through the public involvement process and environmental analysis. The possibility exists that the No-Build alternative may be selected at this point.

2.30 Comparative Analysis and Evaluation Matrix

After developing the viable alternatives and costs, the CONSULTANT will prepare a matrix comparing the impacts and costs of the alternatives evaluated, with a recommendation of the most viable alternative(s). The CONSULTANT shall present their recommendations to the DEPARTMENT for consideration.

2.31 Selection of Preferred Alternative(s)

The CONSULTANT shall recommend a preferred alternative(s) based on a review and analysis of all engineering, environmental, and public involvement issues related to the project.

2.32 Conceptual Design Plans (Preferred)

The CONSULTANT will finalize concept plans for the preferred alternative that include refinements from the public hearing.

2.33 Identify Construction Segments

The CONSULTANT shall determine feasible segments for construction projects within the project in consideration of MPO priorities, budget, priority needs, maintenance of traffic, and the public demand for the improvement.

2.34 Value Engineering

This project will be subject to a Value Engineering (VE) review at the end of the alternatives analysis phase and before the public hearing. VE reviews will be conducted by a multi-disciplined team of personnel selected by the DEPARTMENT whose purpose will be to consider value improvements to proposed concepts and designs.

Prior to initiating the value engineering study, the consultant shall provide to the Department any information that is pertinent to the selection of the Department's preferred concept. The information needs to be logically organized in order to facilitate the value engineering teams understanding of the project. At a minimum, the information given to the value engineering team will consist of:

- Traffic information, including latest traffic projections and if applicable design traffic analysis
- Aerial photography depicting project concepts prepared to the scales specified in this scope
- Support and backup information for R/W estimates which may include if applicable:
 - Square foot market value for areas affected by each proposed conceptual design.
 - R/W to be purchased (no. parcels & cost)
 - Business relocations (no. locations & cost)
 - Residential relocations (no. locations & cost)
 - Business damages (no. locations & est. cost)
- Construction cost estimate for each alternative developed
- Any environmental analysis associated each of the alternatives under consideration
- Results of any public involvement associated with the project
- Any commitments to the local governments

- Provide a decision matrix that shows the criteria and the weighted impact used by the CONSULTANT to make decisions on the preferred concept. Criteria such as safety, operation and public acceptance must be fully documented.

Value Engineering is an event oriented function and will occur at specific times in the development process of the project. The information described above will vary in degree of detail depending on the point in time when the value engineering study is conducted.

The CONSULTANT Project Manager and Project Engineer shall meet with the VE team to explain development of initial concepts and the rationale for such. The CONSULTANT Project Manager and Project Engineer will be available to the value engineering team for clarification of the information used during the value engineering study.

VE team recommendations concerning modified or additional concepts, approved by District Management, will be carried forward to the alternatives analysis phase of the PD&E study.

2.35 Construction Cost Estimates

The CONSULTANT shall develop construction cost estimates and updates for design alternatives. The cost estimates are to be developed using the Department's long range estimating (LRE) program. If necessary, the CONSULTANT shall develop estimates of "life cycle" costs for operation and maintenance of each design alternative.

2.36 Right Of Way Cost Estimates

If necessary, the DEPARTMENT will provide the CONSULTANT with the Right of Way cost estimates. The CONSULTANT shall provide all necessary information for the DEPARTMENT to perform Right of Way Cost Estimates.

2.37 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the Department's Plans Preparation Manual (excluding pavement design).

Pavement Type Selection (geotechnical and other support)

2.38 Design Exceptions and Variations:

The CONSULTANT will identify and prepare exception and variations package(s) for approval in accordance with the Department's Plan Preparation Manual.

2.39 Project Development Summary Report (PDSR)

NA

2.40 Support Package/Engineering Report (Optional)

- Lighting Justification Report
- Other Design Services

2.41 Quality Control

3.0 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for this project as outlined in the PD&E Manual and the following references.

The CONSULTANT shall utilize the Programming Summary Report and graphical information from the Environmental Screening Tool (EST) available at <http://www.dot.state.fl.us/emo>, or other appropriate database. Data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

The level of effort for the following work activities shall be commensurate with the level of impact identified in the final Programming Summary Report. If the Summary Degree Of Effect from the Final Programming Summary Report is "No Involvement", or "None", for an activity, the activity will be marked N/A in the Scope of Services.

Sociocultural Effects

In accordance with Part 2, Chapter 9 of the PD&E Manual available at <http://www.dot.state.fl.us/emo>).

3.1 Land Use Changes

- Plan Consistency: consistency with comprehensive plans, growth management plans and policies, future land use plans, proposed developments and DRIs.
- Land Patterns: land uses with aesthetic, recreational, or community use values, open space, potential for sprawl, and the character of the neighborhoods.

In addition, the CONSULTANT shall identify any developments that have the potential for dedication of highway right-of-way or joint use ponds and bring these to the attention of the DEPARTMENT.

3.2 Social

- Community Cohesion: identification of physical barriers, traffic pattern changes, social pattern changes, and loss of connectivity to community features and facilities.
- Community Facilities and Focal Points: Schools, churches, parks, emergency facilities, social services, day care facilities, retirement centers, community centers, and retail locations.
- Safety/Emergency Response: creation of isolated areas, emergency response time changes, location of police, fire, emergency medical services, healthcare facilities, and government offices.
- Title VI: Location of any Title VI involvement, minority displacement, special populations.
- Community Goals and Quality of Life: social value changes, compatibility with community goals and vision.

3.3 Economic

- Commerce: business and/or business district access, visibility, traffic patterns, and parking issues. Input from business interests along the corridor.
- Tax Base: business impacts that affect the tax base, employment opportunities and property values.

3.4 Mobility

- Accessibility: transit facilities, intermodal connectivity, transportation disadvantaged access, residential to non-residential connectivity, bicycle and pedestrian issues, public parking, park and ride facilities, walkability, emergency response and evacuation routes, and safety.

3.5 Aesthetics

- Aesthetics: noise/vibration sensitive sites, viewshed, project aesthetics, community character and aesthetic values, landscaping.

3.6 Relocation Potential

- Displacements: residential, non-residential, unique facilities, community focal points and
- Conceptual Stage Relocation Plan: The DEPARTMENT shall collect the data and perform the analysis necessary to complete a Conceptual Stage Relocation Plan for the proposed alternatives. The CONSULTANT shall review the plan and include summary information in the environmental document.

Cultural Resources

3.7 Archaeological and Historic Resources

The **CONSULTANT** shall implement a Cultural Resources study to completely analyze the impacts to all cultural resources by all proposed alternatives, including all viable ponds. All work shall be conducted by a professional qualified under the provisions of 36 CFR 61, and be done in compliance with the National Historic Preservation Act of 1966 (Public Law 89-665, as amended) and the implementing regulations (36 CFR 800) as well as with the provisions contained in Chapter 267, Florida Statutes.

This task includes identifying and analyzing impacts to archaeological sites and historic resources within the project Area of Potential Effects (APE), including documentation and coordination with appropriate agencies as per Part 2, Chapter 12 of the PD&E Manual, and the Department's Cultural Resource Management Handbook. In addition, attendance at public meetings may be required. The CONSULTANT will also review and address any resources listed in the Environmental Screening Tool (EST) by the State Historic Preservation Office (SHPO) Environmental Technical Advisory Team (ETAT) member. (work estimate should be based on number of identified sites.)

- a. Research Design Methodology: The CONSULTANT will prepare a Research Design and Survey Methodology for the project, to be submitted to the DEPARTMENT for approval prior to the initiation of field work. The CONSULTANT shall identify and map out the zones of probability for the project study area, and identify any previously recorded resources. The Area of Potential Effect (APE) will be determined (including pond sites).
- b. Cultural Resources Assessment Survey (CRAS)

Field Work: The CONSULTANT shall identify any archaeological sites within the project area, both previously recorded and potentially eligible, and excavate the appropriate number of test pits. The CONSULTANT shall identify any existing historic resources within the project area, both previously recorded and potentially eligible. The CONSULTANT will also locate, identify and bound any additional cultural resources included on the Florida Master Site File (FMSF) and all structures 45 to 50 years older (depending upon the length of time anticipated before

construction). Enough data will be collected to document each site's significance in terms of eligibility for listing on the National Register of Historic Places (NRHP).

Documentation: The CRAS will be prepared with appropriate documentation detailing the results of the survey and the final assessments of resource significance, and including a FMSF form for all identified resources. The Research Design Methodology and the Pond Site Technical Memo will be included in the CRAS appendix.

- c. Pond Site Technical Memorandum: The CONSULTANT will identify and clear pond sites for the preferred project alternative. The results of this work are to be documented in a technical memorandum, which will be included as an appendix to the CRAS.
- d. Determination of Eligibility (DOE): If required, the CONSULTANT will prepare a DOE for each resource determined to be significant. The DOE package will include an NRHP registration form, and the DOE's will be included as a CRAS appendix.
- e. Case Study Report: If required, a Section 106 Case Study Report, documenting the application of the Criteria of Effect, will be prepared.
- f. Memorandum of Agreement (MOA): The CONSULTANT will assist the DEPARTMENT with the preparation of a Section 106 MOA, if required.
- g. Section 4(f) Evaluation: The CONSULTANT will prepare and coordinate a Section 4(f) Evaluation, if required. *(This document may be separate from the parks and recreation 4(f) document. See section 3.8) The District needs to determine need for separate document*
- h. Section 106 Consultation Meetings: The CONSULTANT will assist the DEPARTMENT with coordination of a Section 106 Consultation meeting, if required.
- i. Native American Coordination: If required, the CONSULTANT will assist the DEPARTMENT with coordination with any Native American tribes that have or wish to have involvement or input on the project or any site of relevance to them.
- j. Section 106 Public Involvement: If required, the CONSULTANT will assist the Department with public involvement for Section 106.

3.8 Section 4(f)

In accordance with Part 2, Chapter 13 of the PD&E Manual.

Natural Resources

3.9 Wetlands and Essential Fish Habitat

In accordance with Part 2, Chapters 11 and 18 of the PD&E Manual. This includes a Conceptual Mitigation Plan, if applicable.

3.10 Water Quality

In accordance with Part 2, Chapter 20 of the PD&E Manual.

3.11 Special Designations

In accordance with Part 2, Chapters 19, 21, 23, and 26 of the PD&E Manual, respectively

- Aquatic Preserves
- Outstanding Florida Waters
- Wild And Scenic Rivers
- Coastal Barrier Resources

3.12 Wildlife And Habitat

In accordance with Part 2, Chapter 27 of the PD&E Manual.

3.13 Identify Permit Conditions

The CONSULTANT shall identify permit conditions, and type of permits required. This task includes the review of maps and data in order to determine permit related information for the project or add scope to identify what tasks should be done in accordance with agreements with the permitting agencies.

For projects where permits are required as part of the PD&E Study, see Section 4.3.

3.14 Farmlands

In accordance with Part 2, Chapter 28 of the PD&E Manual.

Physical

3.15 Noise

In accordance with Part 2, Chapter 17 of the PD&E Manual.

3.16 Air Quality

In accordance with Part 2, Chapter 16 of the PD&E Manual.

3.17 Construction Impact Analysis

In accordance with Part 2, Chapter 30 of the PD&E Manual.

3.18 Contamination

The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for all viable alternatives, and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

Environmental Reports

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, Part 1, and will also follow the format and include content described in Part 2 of the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment upon by the DEPARTMENT prior to producing final reports and documents.

3.19 Class of Action Determination (State Environmental Impact Report)

If necessary, the CONSULTANT shall prepare the Environmental Determination Form and any attachments that will be required for FHWA to make their determination as per Part 1, Chapter 2, of the PD&E Manual.

3.20 Environmental Assessment

In accordance with Part 1, Chapter 6 of the PD&E Manual.

3.21 Finding Of No Significant Impact

In accordance with Part 1, Chapter 7 of the PD&E Manual.

3.22 Draft Environmental Impact Statement

In accordance with Part 1, Chapter 8 of the PD&E Manual.

3.23 Final Environmental Impact Statement

In accordance with Part 1, Chapter 9 of the PD&E Manual.

3.24 Quality Control

4.0 MISCELLANEOUS SERVICES

4.1 Contract and Project Files

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the DEPARTMENT in a format as prescribed by the Department and no less than 10 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by the DEPARTMENT.

4.2 Project Management Meetings And Coordination

The CONSULTANT shall meet with the DEPARTMENT as needed throughout the life of the project. It is anticipated 36 meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with the Department.

4.3 Additional Services

Soil Survey and Geotechnical Work

The CONSULTANT must address all tasks outlined in Section 30 Geotechnical of the updated Scope of Services for Highway and Bridge/Structural Design dated March 22, 2002, and all subsequent revisions, applicable to the needs of this project.

27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the DEPARTMENT. Field books submitted to the DEPARTMENT must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The DEPARTMENT may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The DEPARTMENT may instead require that these points be surveyed by true line, traverse or parallel offset.

Total station equipment used shall be compatible with FDOT Electronic Field Book processing standards. Data for review must be delivered on disk for input into FDOT Electronic Field Book Software.

All work shall be accomplished in accordance with the criteria established by the Departments Highway Field Specifications, Survey Handbook (Survey Procedure Topic No. 550-030-101a) (Chapter 20, sec 23 (3)(a), F.S.), CADD Production Criteria Handbook and must comply with the Minimum Technical Standards for Land Surveyors Rule 5J17-6 F.A.C., Florida Statute 472.027, the latest's addition of the District VI Survey Standards and Guidelines and any special instructions.

The surveyor shall comply at all times with applicable Federal, State, local laws and provisions and policies governing safety and health. This includes Title 29, Code of Federal regulations, Parts 1910 and 1976, Occupational safety and Health Regulations, including any subsequent revisions and updates. In order to conduct the public through the work area, full compliance with the current Department Roadway and Traffic Design Standards (600 Series), Survey Safety Handbook and current Maintenance of Traffic Training D.O.T. Topic No.625-010-010-a is a minimum requirement.

At the completion of all survey and aerial work it is the responsibility of the CONSULTANT to furnish to the District VI Survey Office one CD with all the surveying and mapping information (GPS, TOPO, DTM, PNC, Target control XYZ etc.) with exception of Raster Images, signed in PEDDS by the Surveyor and Aerial Mapper with one hard copy of the PEDDS document.

Also, a Surveying and Mapping Report must accompany all of the above information along with an electronic copy of the report placed on the electronic information (file) supplied to the Department.

Note! Existing elevations are in NAVD 1988.

Photogrammetry –Subject to field edits and updates.

Surveying and Mapping – In-house design information which includes Topo Design Files Geopak tin files w/DTM.

Set Horizontal Project Network Control (HPNC) – Create Project Network Control Sheet as per FDOT standards (remeasure Horizontal Control).

Set Vertical Project Network Control (VPNC) - Recover and reset VPNC.

Alignment and/or Existing Right of Way Lines - Set Base Line begin in and end, PC, PI and PTS.

Show Right of Way Lines on the R/W file.

Topography (2D) – field edit aerial planimetrics.

Digital Terrain Model (DTM) - Supplement the existing DTM.

Cross Sections - DTM check sections.

Side Streets Surveys - Included above.

Underground Utilities - Require field markups for all utilities.

Outfall Survey - Require outfall survey into Biscayne Bay.

Drainage Survey - Requires details of structures, plus/minus.

Bridge Survey – Require bridge survey on the foundation location under the bridges, retaining walls, fenders, etc.

Channel Survey - Require cross sections of Biscayne Bay.

Jurisdiction Line Survey - Require mean high water survey if needed.

Geotechnical Support - Perform 3-dimensional (X, Y, Z) field location on boring sites.

Work Zone Safety - Provide work zone as required by DEPARTMENT standards.

5.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract. Invoices shall be submitted thru the Department's web enabled Consultant Invoice Transmittal System (CITS) Internet application. The DEPARTMENT'S Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule provided in accordance with Section 4.1.

6.0 SERVICES TO BE PERFORMED BY THE DEPARTMENT

The DEPARTMENT will provide those services and materials as set forth below:

- Project data currently on file.
- All available information in the possession of the DEPARTMENT pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that is in possession or may come to the DEPARTMENT pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.
- Process Advance Notification and all environmental and engineering documents including the Permit Coordination Package.
- Coordinate with the State Historic Preservation Officer.
- Existing FDOT right-of-way maps.
- The DEPARTMENT will permit the CONSULTANT to utilize the DEPARTMENT'S computer facilities upon proper authorization as described in the DEPARTMENT Procedure No. 325-060-401.
- The DEPARTMENT will provide available FDOT crash data.

EXHIBIT "B"

**METHOD
OF
COMPENSATION**

METHOD OF COMPENSATION EXHIBIT "B"

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Consultant for the services described in Exhibit "A", Scope of Services, and the method by which payments will be made.

2.0 COMPENSATION

For satisfactory completion of Phase I of the services detailed in Exhibit "A", Scope of Services, of this Agreement, the Department will pay the Consultant a Total Maximum Amount not to exceed **\$1,750,000.00**. It is agreed that this amount will be the limit of all compensation due the Consultant for completion of the services as defined in the Phase I negotiated staff hour estimate. It is understood that the "Contract Compensation Summary Table" encompasses only Phase I negotiations.

2.1 Summary of Compensation

The Total Maximum Amount will include the elements defined in the Contract Compensation Summary Table below:

CONTRACT COMPENSATION SUMMARY TABLE				
Consultant	Compensation Element	Method of Payment	Limit/Est.	Total
EAC Consulting Inc	Basic Services	LS-2	Limit	\$ 720,360.00
EAC Consulting Inc	Salary Related Costs	LA-3	Est.	\$ 61,602.00
Sub-total				\$ 781,962.00
Corzo Castella Carballo Thompson Salman, P.A.	Basic Services	LS-2	Limit	\$ 170,694.00
Corzo Castella Carballo Thompson Salman, P.A.	Salary Related Costs	LA-3	Est.	\$ 19,636.00
Sub-total				\$ 190,330.00
EC Driver & Associates, Inc.	Basic Services	LS-2	Limit	\$ 172,184.00
EC Driver & Associates, Inc.	Salary Related Costs	LA-3	Est.	\$ 19,978.00
Sub-total				\$ 192,162.00
HBC Engineering Company	Basic Services	LS-2	Limit	\$ 18,767.00
HBC Engineering Company	Salary Related Costs	LA-3	Est.	\$ 938.00
Sub-total				\$ 19,705.00
Janus Research	Basic Services	LS-2	Limit	\$ 60,382.00
Janus Research	Salary Related Costs	LA-3	Est.	\$ 11,675.00
Sub-total				\$ 72,057.00
Kimley-Horn and Associates, Inc.	Basic Services	LS-2	Limit	\$ 24,938.00
Kimley-Horn and Associates, Inc.	Salary Related Costs	LA-3	Est.	\$ 1,501.00
Sub-total				\$ 26,439.00
Cunningham Group Inc	Public Involvement-LS	LS-2	Limit	\$ 85,068.00
Cunningham Group Inc	Loaded Rates	LA-4	Est.	\$ 20,223.00
Sub-total				\$ 105,291.00
Ocean Engineering Associates, Inc.	Basic Services	LS-2	Limit	\$ 56,456.00
Touchstone Architecture	Basic Services	LS-2	Limit	\$ 105,674.00
Geosol, Inc.	Loaded Rates	LA-4	Est.	\$ 106,542.00
Manuel G Vera & Associates, Inc.	Loaded Rates	LA-4	Est.	\$ 93,382.00
TOTAL CONTRACT AMOUNT				\$ 1,750,000.00

The above-defined elements of this Agreement do not involve the purchase of Tangible Personal Property, as defined in Section 273.02 Florida Statutes.

2.2 Details of Compensation

Basic Services / Public Involvement (LS-2) – The Consultant will receive progress payments for services based on the percentage of services that has been completed and accepted by the Department during the billing period.

Limiting Amount/Cost Reimbursable Elements

For the following elements which are established as reimbursables, the Department will compensate the Consultant, subject to the total established limiting amount, for all reasonable, allocable and allowable costs incurred in the categories defined below. The reasonableness, allocability and allowability of compensation sought under this agreement is expressly made subject to the terms of this Agreement; Federal Acquisition Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State Law.

Salary Related Costs (LA-3) - Subject to the established limiting amount, the Consultant will receive progress payments for direct salaries and wages for time/work effort expended by personnel in the performance of authorized work during the billing period, at the contract rates established in Table 5 of Section 5.0. All overtime must be authorized in advance in writing by the Department.

Overhead and Fringe Benefit Rates - Administrative overhead and fringe benefit costs will be applied to approved salary and wage costs (exclusive of premium overtime) at the combined overhead rates provided in Table 5 of Section 5.0.

Facilities Capital Cost of Money - The Consultant will receive compensation for allowable Facilities Capital Cost of Money (FCCM) in association with salaries. FCCM will be calculated as a percentage of chargeable direct salary and wages exclusive of premium overtime, at the rates provided in Table 5 of Section 5.0.

The Consultant will be compensated for direct expenses in association with salaries. Direct Expenses will be calculated as a percentage of chargeable direct salaries and wages exclusive of premium overtime, at the rates provided in Table 5 of Section 5.0.

Loaded Rates (LA-4) - Subject to the established limiting amount, the Consultant will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period.

3.0 INVOICING PROCEDURE

The Consultant will be eligible for progress payments under this agreement at monthly intervals or when individual tasks or mileposts defined in this agreement are completed or reached.

Invoices for this agreement will be prepared by the Consultant and submitted through the Department's web-enabled Consultant Invoice Transmittal System (CITS) Internet application. The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Consultant will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the Consultant's accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct vehicle expense, the total miscellaneous direct expense, and total sub-consultant cost charged to the project. The Consultant will report sub-consultant payments through the Department's Equal Opportunity Reporting System on the Internet @ <http://custp397.innerhost.com:8080/bizwebflorida>. Failure to submit sub-consultant payment information may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the Consultant will report final sub-consultant payments through the Equal Opportunity Reporting System. The Consultant will pay all sub-consultants their proportionate share of payments received from the Department within thirty days of the Consultant's receipt of payment from the Department.

The Department will render a decision on the acceptability of services within 5 working days of receipt of either the services or invoice, which ever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the Consultant promptly when work is subsequently performed.

4.0 PROJECT CLOSEOUT

4.1 Final Audit

If requested, the Consultant will permit the Department to perform an audit of the records of the Consultant and any or all sub-consultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services.

In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the Department upon demand. Further, the Department will have the right to deduct, from any payment due the Consultant under any other contract, any amount due the Department.

4.2 Certificate of Completion

A Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Department for the overpayment, provided the net difference is not zero.

5.0 COMPENSATION RATES

The following tables are provided for definition of contractual rates. Table numbers not listed are not included in this document.

Table 5 - Unloaded Salary Rates

Table 6 – Loaded Billing Rates

TABLE 5 UNLOADED HOURLY				
A. Multiplier for Rates				
Consultant	Overhead	FCCM	Direct Expense	Operating Margin
EAC Consulting Inc	174.60%	0.399%	7.28%	31.00%
Corzo Castella Carballo Thompson Salman, P.A.	171.77%	0.568%	2.59%	31.00%
EC Driver & Associates, Inc.	196.25%	0.245%	2.31%	27.00%
HBC Engineering Company	169.78%	0.121%	1.72%	31.00%
Janus Research	130.85%	0.000%	10.72%	39.00%
Kimley-Horn and Associates, Inc.	194.87%	1.638%	6.75%	28.00%
Ocean Engineering Associates, Inc.	222.29%	0.220%	3.50%	30.00%
Touchstone Architecture	139.36%	0.000%	3.12%	13.00%
B. Contract Rates				
Consultant	Job Class/Name		Execution thru End of Services	
EAC Consulting Inc	Chief Engineer		\$69.02	
EAC Consulting Inc	Engineer		\$35.00	
EAC Consulting Inc	Project Engineer		\$39.09	
EAC Consulting Inc	Project Manager		\$65.00	
EAC Consulting Inc	Senior Engineer		\$62.02	
EAC Consulting Inc	Senior Project Engineer		\$51.15	
Corzo Castella Carballo Thompson Salman, P.A.	Chief Engineer		\$69.02	
Corzo Castella Carballo Thompson Salman, P.A.	GIS Specialist		\$21.63	
Corzo Castella Carballo Thompson Salman, P.A.	Scientist		\$33.65	
Corzo Castella Carballo Thompson Salman, P.A.	Senior Scientist		\$50.67	
Corzo Castella Carballo Thompson Salman, P.A.	Senior Specialist		\$69.02	
EC Driver & Associates, Inc.	Chief Engineer		\$69.02	
EC Driver & Associates, Inc.	Engineer		\$32.52	
EC Driver & Associates, Inc.	Engineering Intern		\$31.72	
EC Driver & Associates, Inc.	Project Engineer		\$39.09	

The above rates for Overhead, FCCM, Direct Expense are fixed and are not subject to audit adjustment during the term of this agreement.

TABLE 5 UNLOADED HOURLY		
B. Contract Rates		
Consultant	Job Class/Name	Execution thru End of Services
EC Driver & Associates, Inc.	Senior Engineer	\$55.30
EC Driver & Associates, Inc.	Senior Planner	\$47.36
EC Driver & Associates, Inc.	Senior Specialist	\$55.64
HBC Engineering Company	Senior Engineer	\$51.68
Janus Research	Archaeologist	\$13.00
Janus Research	Architect	\$16.00
Janus Research	CADD/Computer Technician	\$22.00
Janus Research	Chief Archaeologist	\$35.00
Janus Research	Secretary/Clerical	\$16.00
Janus Research	Senior Archaeologist	\$25.00
Janus Research	Senior Architect	\$44.00
Janus Research	Senior Specialist	\$69.02
Kimley-Horn and Associates, Inc.	Engineer	\$32.69
Kimley-Horn and Associates, Inc.	Engineering Intern	\$27.41
Kimley-Horn and Associates, Inc.	Project Engineer	\$40.72
Kimley-Horn and Associates, Inc.	Secretary/Clerical	\$19.01
Kimley-Horn and Associates, Inc.	Senior Engineer	\$50.34
Kimley-Horn and Associates, Inc.	Senior Engineering Technician	\$24.04

TABLE 6 LOADED HOURLY RATES No Multipliers will be added to the following rates.			
Consultant	Job Class/Name	Unit	Execution thru End of Services
Geosol, Inc.	001 Mob.-Truck Mount Drill Rig	Each	\$ 366.01
Geosol, Inc.	016 Traffic Control Policeman	Hour	\$ 47.74
Geosol, Inc.	017 Cones, Sign, Flags, etc.	Day	\$ 222.79
Geosol, Inc.	018 Mobile Variable Message Board	Day	\$ 159.14
Geosol, Inc.	020 SPT 0'-50' Truck/ATV Rig/LAND	Foot	\$ 11.67
Geosol, Inc.	021 SPT 51'-100' Truck/ATV Rig/LAND	Foot	\$ 13.79
Geosol, Inc.	034 Extra Sp Spoon 0'-50' Truck/LAND	Each	\$ 33.95
Geosol, Inc.	035 Extra Sp Spoon 51'-100' Truck/LAND	Each	\$ 39.25
Geosol, Inc.	046 Casing Allow. 3"Dia-0'-50'/LAND	Foot	\$ 6.90
Geosol, Inc.	047 Casing Allow. 3"Dia-51'-100'/LAND	Foot	\$ 6.90
Geosol, Inc.	055 Grout Seal (3"&6"Dia) 0'-50'/LAND	Foot	\$ 4.51
Geosol, Inc.	056 Grout Seal (3"&6"Dia) 51'-100'/LAND	Foot	\$ 5.30
Geosol, Inc.	072 Natural Moisture Test	Each	\$ 10.08
Geosol, Inc.	073 Full Grain Size Analysis - 200 wash	Each	\$ 47.74
Geosol, Inc.	074 Fine Content Determination	Each	\$ 27.58
Geosol, Inc.	075 Organic Content Test	Each	\$ 33.95
Geosol, Inc.	080 Corrosion Series	Each	\$ 132.61

TABLE 6 LOADED HOURLY RATES No Multipliers will be added to the following rates.			
Consultant	Job Class/Name	Unit	Execution thru End of Services
Geosol, Inc.	CADD/Computer Technician	Hour	\$ 67.97
Geosol, Inc.	Engineer	Hour	\$ 124.45
Geosol, Inc.	Engineering Intern	Hour	\$ 81.74
Geosol, Inc.	Geotechnical Technician	Hour	\$ 80.86
Geosol, Inc.	Secretary/Clerical	Hour	\$ 58.90
Geosol, Inc.	Senior Engineer	Hour	\$ 160.85
Geosol, Inc.	Senior Engineering Technician	Hour	\$ 80.86
Manuel G Vera & Associates, Inc.	2-Man Survey Crew Daily	Day	\$ 773.67
Manuel G Vera & Associates, Inc.	2-Man Survey Crew Hourly	Hour	\$ 96.70
Manuel G Vera & Associates, Inc.	3-Man Survey Crew Daily	Day	\$ 997.76
Manuel G Vera & Associates, Inc.	3-Man Survey Crew Hourly	Hour	\$ 126.08
Manuel G Vera & Associates, Inc.	4-Man Survey Crew Daily	Day	\$ 1,243.61
Manuel G Vera & Associates, Inc.	4-Man Survey Crew Hourly	Hour	\$ 155.45
Manuel G Vera & Associates, Inc.	CADD/Computer Technician	Hour	\$ 90.77
Manuel G Vera & Associates, Inc.	Secretary/Clerical	Hour	\$ 47.77
Manuel G Vera & Associates, Inc.	Senior Surveyor & Mapper	Hour	\$ 140.90
Manuel G Vera & Associates, Inc.	Survey Technician	Hour	\$ 48.77
Manuel G Vera & Associates, Inc.	Surveying Intern	Hour	\$ 86.71
Manuel G Vera & Associates, Inc.	Surveyor & Mapper	Hour	\$ 113.80
Cunningham Group Inc	Assist. P. Involvement Specialist	Hour	\$ 44.00
Cunningham Group Inc	P. Involvement Specialist	Hour	\$ 70.00
Cunningham Group Inc	P. Involvement t Project Manager	Hour	\$ 90.00
Cunningham Group Inc	Newspaper Ads (weekly)	Each	\$ 8,816.00
Cunningham Group Inc	Postage Services	Each	\$ 0.66
Cunningham Group Inc	Room Rental / Insurance Services	Each	\$ 426.54
Cunningham Group Inc	Voice Over	Each	\$ 500.00

Chatila, Jenny

From: The job FI989HLR
Sent: Monday, April 30, 2012 2:32 PM
To: Chatila, Jenny
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT C9620

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #C9620 / Contract Type: Method of Procurement:
Vendor Name: EAC CONSULTING I /
Vendor ID: VF650519739001 /
Beginning date of this Agmt: 04/27/12
Ending date of this Agmt: 04/26/20

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: ORIGINAL Funds have been: APPROVED

55 064010612 *OM *131543 * 1750000.00 *42271322201 *119 *
2012 *55150200 *088572/12
0001 *00 *0001/04

TOTAL AMOUNT: *\$ 1,750,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 04/30/2012

Please provide us your feedback on the Contract Funds Management System.
A survey is available at the following link:
<http://cosharepoint.dot.state.fl.us/sites/OOC/FMO/CFM/default.aspx>
under the Surveys tab.

Thank you in advance for your time!

Exhibit “A”
AMENDMENT 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT STATUS CHANGE/CHECKLIST

COMPTROLLER
01/08

STATE COMPTROLLER USE:

Info Provider: Yamila Rodriguez

Received date: _____

Return to: Sarah Perez

Approved date: _____

Mail Station: _____

Approved by: _____

Phone # of Info Provider: 305-470-5457

CONTRACT NUMBER: C-9620

SITE/DISTRICT: 6

Total Executed Contract Amount: \$ 1,750,000.00 *To date* / \$ 1,025,931.75 *This action*

Status Code (choose one) ☐ 10 = Executed Contract ☐ 4X or 6X = Audit Status (Indicate Year) _____

☐ 20 = In Claims ☐ 99 = Post Design Service ☐ 50 = Complete/Terminated Contract

☐ Original Contract ☒ Amendment (Indicate #) 1 ☐ Renewal ☐ Addition (Indicate #) _____

☐ Award ☐ Supplemental (Indicate #) _____ ☐ Letter of Authorization (Indicate #) _____

☐ Time Extension ☐ Close Contract ☐ Other Changes (must include comments)

LETTING DATE: _____ **AWARD DATE:** _____

DATE OF CONTRACT EXECUTION (Last Signed Date): 4/14/2014

If last date signed > contract start date you must submit emergency certification (287.059 F.S. (2) 1) or Certificate of noncompliance (287.059 F.S. (2)) or settlement document (CM4(87-88) or CM11 (91-92)).

CONTRACT BEGINNING DATE: 6/28/2012 **ENDING DATE:** 6/27/2022

SERVICES BEGINNING DATE: 6/28/2012 **SERVICES ENDING DATE:** 6/27/2015

VENDOR NAME: EAC Consulting, Inc.

VENDOR NUMBER (FEID/SS): F650519739

PROJECT NUMBER: 422713-2-22-01

PROJECT NUMBER: _____

PROJECT NUMBER: _____

PROJECT NUMBER: _____

CAN THIS CONTRACT BE RENEWED? ☒ YES ☒ NO

SERVICE TYPE: _____

PAGE NUMBER RENEWAL CLAUSE IN CONTRACT: _____

Comments:

Certification Statement: I certify that the above information is correct and a true reflection of information contained in the above referenced contract.

Approved by: (Printed or typed) _____ Title: _____

Approval Signature: _____ Approval Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT
TO
STANDARD PROFESSIONAL SERVICES AGREEMENT

Amendment No.: 1

Original Execution Date: June 28, 2012

Execution Date: 4/14/14

Original Contract No.: C-9620

Financial Project ID: 422713-2-22-01

FAP No.: N/A

Consultant Name: EAC Consulting, Inc.
ATTN: Mr. Enrique Crooks
815 N.W. 57th Avenue, Suite 402
Miami, Florida 33126

FEID No.: F650519739

Agreement Description: Venetian Causeway from North Bayshore Drive to Purdy Avenue

Purpose of Amendment: Supplement to Scope of Services and Fee

The terms of the original agreement, referenced above, are hereby amended as follows:

The Consultant will perform additional services as described in attached Exhibit "A" and the Consultant will receive for said services the increased limiting amount of \$1,025,931.75, which will make a total maximum compensation to the Consultant of \$2,775,931.75 for all services required under the original agreement as supplemented.

Consultant will complete the services described in Exhibit "A" by June 27, 2017.

Except as hereby modified, amended, or changed, all of the terms and conditions of said original agreement and any amendments thereto will remain in full force and effect.

The following attachments are hereby incorporated into this Amendment:

Exhibit "A", 'Scope of Services', Page A-1

Exhibit "B", 'Method of Compensation', Pages B-1 through B-2

EAC CONSULTING, INC.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
Authorized Signature

BY: [Signature]
Authorized Signature

Name: Enrique Crooks

Name: Harold Desdunes

Title: President

Title: District Director of Transportation Development

CONTRACTUAL REVIEW: [Signature]

LEGAL REVIEW: [Signature]

Michelle Loren Rapaport
Professional Services Administrator

EXHIBIT “A”

EXHIBIT "A"
SCOPE OF SERVICES

CONTRACT No. C-9620
FPID No. 422713-2-22-01
AMENDMENT No. 1

1.0 BACKGROUND:

The CONSULTANT was retained by the DEPARTMENT to provide Design Services for Venetian Causeway from North Bayshore Drive to Purdy Avenue.

2.0 PURPOSE:

The current scope of the Venetian Causeway PD&E Project Development and Environmental (PD&E) Study involves the Phase 1 services related to the preparation of an Environmental Assessment (EA). The purpose of this Amendment is to add Phase 2 services required to satisfy the complete scope of services as detailed in Exhibit "A" of the Original Agreement.

3.0 SCOPE:

Under this Amendment, the CONSULTANT will provide the following services:

PUBLIC INVOLVEMENT

Additional public meetings and presentations required to build consensus on a preferred alternative. This will include engineering, architecture and environmental expertise.

ENGINEERING ANALYSIS AND REPORTS

Finalize the development of the alternatives to allow for the determination of the recommended improvements and the selection of a preferred alternative. Finalize the Preliminary Engineering Report accordingly along with the concept plans.

ENVIRONMENTAL ANALYSIS AND REPORTS

Scoping Efforts: Early scoping efforts will be undertaken to guide the initial activities on the project.

Cultural Resources: Prepare the additional information required for the Phase 2 services.

Section 4(f): Additional tasks associated with developing the Programmatic Section 4(f) being prepared as part of the EA.

4.0 CONSULTANT RESPONSIBILITIES:

The CONSULTANT's responsibilities remain the same as in the Original Agreement and any Amendments to date.

5.0 DEPARTMENT RESPONSIBILITIES:

The DEPARTMENT's responsibilities remain the same as in the Original Agreement and any Amendments to date.

EXHIBIT “B”

EXHIBIT "B"
METHOD OF COMPENSATION
CONTRACT No. C-9620
AMENDMENT No. 1

1.0 SUMMARY OF FEES:

CONTRACT COMPENSATION SUMMARY TABLE			
Consultant	Compensation Element	Method of Payment	Total
EAC Consulting, Inc.	Basic Services	LS-2	\$720,360.00 <u>\$576,628.03</u> \$1,296,988.03
	Salary Related Costs	LA-3	\$61,602.00
Clary Consulting, LLC.	Basic Services	LS-2	\$36,975.00
	Miscellaneous Direct Expense	LA-5	\$3,000.00
Cunningham Group, Inc.	Loaded Rates	LA-4	\$20,223.00
	Public Involvement	LS-2	\$85,068.00
	Miscellaneous Direct Expense	LA-5	\$8,597.46
EC Driver & Associates, Inc.	Basic Services	LS-2	\$172,184.00 <u>\$67,040.41</u> \$239,224.41
	Salary Related Costs	LA-3	\$19,978.00
Geosol, Inc.	Loaded Rates	LA-4	\$106,542.00 <u>\$75,246.59</u> \$181,788.59
HBC Engineering Company	Basic Services	LS-2	\$18,767.00
	Salary Related Costs	LA-3	\$938.00
Janus Research	Basic Services	LS-2	\$60,382.00 <u>\$168,155.31</u> \$228,537.31
	Salary Related Costs	LA-3	\$11,675.00
Kimley-Horn and Associates	Basic Services	LS-2	\$24,938.00
	Salary Related Costs	LA-3	\$1,501.00
Manuel G Vera and Associates, Inc.	Loaded Rates	LA-4	\$93,382.00
Ocean Engineering Associates, Inc.	Basic Services	LS-2	\$56,456.00 <u>\$32,938.61</u> \$89,394.61
Stantec, Inc.	Basic Services	LS-2	\$170,694.00 <u>\$57,350.34</u> \$228,044.34
	Salary Related Costs	LA-3	\$19,636.00
Touchstone Architecture & Consulting	Basic Services	LS-2	\$105,674.00
TOTAL CONTRACT AMOUNT			\$2,775,931.75

2.0 COMPENSATION RATES:

Miscellaneous Direct Expenses: (LA 5)

Subject to the established limiting amount, only the following consultant firms are approved to receive compensation for itemized miscellaneous direct expenses when authorized and when properly supported by invoices or other acceptable evidence of payment: Clary Consulting LLC. and Cunningham Group, Inc. For travel expenses, state travel vouchers must be submitted. For authorized direct expenses with rates established in Table 6 of Section 5.0, compensation will be at those rates without further support.

Table 6			
LOADED BILLING RATES			
No Multipliers will be added to the following rates.			
Consultant	Item	Unit	Billing Rates
Clary Consulting, LLC.	Financial Advisor	Hour	\$275.00
	Senior Financial Advisor	Hour	\$300.00
	Staff Analyst	Hour	\$125.00

The above rates include allowances for salaries, overhead, operating margin, direct expenses, and FCCM if applicable.

TO: PM626TW@dot.state.fl.us 14303892
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT C9620

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #C9620 Contract Type: Method of Procurement:
Vendor Name: EAC CONSULTING I
Vendor ID: VF650519739001
Beginning date of this Agmt: 06/28/12
Ending date of this Agmt: 06/27/22

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: SUPPLEMENTAL Funds have been: APPROVED

55 064010612 *OM *131549 * 1025931.75 *42271322201 *119 *
2014 *55150200 *088572/14
S001 *00 * S001 *0002/04

TOTAL AMOUNT: *\$ 1,025,931.75 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 04/09/2014



EACCO-1

OP ID: EC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/13

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

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

PRODUCER Kahn-Carlín & Company, Inc. 3350 S. Dixie Highway Miami, FL 33133-9984	305-446-2271 305-448-3127	CONTACT NAME: PHONE (A/C, No, Ext): 305-446-2271 FAX (A/C, No): 305-448-3127 E-MAIL ADDRESS: processing@kahn-carlin.com
INSURED EAC Consulting Inc. 815 NW 57th Avenue #402 Miami, FL 33126		INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company INSURER B: National Trust Insurance Co INSURER C: Fireman's Fund Insurance Co. INSURER D: Ironshore Specialty Ins Co INSURER E: INSURER F:
		NAIC # 10178 20141 25445

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	CPP00110493	04/22/13	04/22/14	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	☐ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ INCLUDED
B	AUTOMOBILE LIABILITY						
	☒ ANY AUTO			CA00157203	04/22/13	04/22/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS	☐	☐				BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐	☐				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB	☒	☒				
	☒ EXCESS LIAB	☐	☐	SSE00057727141	04/22/13	04/22/14	EACH OCCURRENCE \$ 5,000,000
	☐ DED ☒ RETENTION \$ 10,000						AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A	001WC12A59714	04/22/13	04/22/14	☒ WC STATUTORY LIMITS ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.						
	Deductible-\$50,000			000970201 RETRO DATE- 9/6/94	04/22/13	04/22/14	Per Claim 2,000,000 Aggregate 5,000,000

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

EAC Project: 12004TRPD-00,
Project Name: Venetian Causeway from North Bayshore Drive to Purdy Avenue
Contract: C9620
The certificate holder is additional insured and granted Waiver of Subrogation as respects General Liability

CERTIFICATE HOLDER**CANCELLATION**

FLOR122 Florida Department of Transportation 1000 NW 111 Ave, Rm 6202B Miami, FL 33172	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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GRANTS OF AUTHORITY

Revised 9-24-13

Deputy Program Director/Regional Manager	Program Director / Vice President	Sr. Vice President	Controller	President
--	---	-----------------------	------------	-----------

REVENUE PRODUCING CONTRACTS WHERE EAC IS A PRIME OR A SUBCONSULTANT.

Project Specific Agreements

Contracts	< \$200,000	< \$2,000,000	< \$4,000,000	n/a	unlimited
Supplementals	< \$200,000	< \$2,000,000	< \$4,000,000	n/a	unlimited

Master (Work Order Driven) Agreements

Contracts	unlimited	unlimited	unlimited	n/a	unlimited
Work Orders	< \$200,000	< \$2,000,000	< \$4,000,000	n/a	unlimited
Work Order Revisions	< \$200,000	< \$2,000,000	< \$4,000,000	n/a	unlimited

EXPENSE PRODUCING SUBCONSULTANT AGREEMENTS WHERE EAC IS PRIME

Project Specific Subconsultant Agreements

Subconsultant Agreement	< \$200,000	< \$2,000,000	< \$4,000,000	n/a	unlimited
Amendment to Subconsultant Agreement	< \$200,000	< \$2,000,000	< \$4,000,000	n/a	unlimited

Master (Work Order Driven) Subconsultant Agreements

Master Subconsultant Agreement	< \$200,000	unlimited	unlimited	n/a	unlimited
Amendment to Master Subconsultant Agreement	< \$200,000	unlimited	unlimited	n/a	unlimited
Work Orders	< \$200,000	< \$2,000,000	< \$4,000,000	n/a	unlimited
Work Order Revisions	< \$200,000	< \$2,000,000	< \$4,000,000	n/a	unlimited

OTHER CONTRACTS:

LEASES (Operating and Capital)	n/a	n/a	n/a	< \$12,000	unlimited
SERVICE AGREEMENTS	n/a	n/a	n/a	< \$12,000	unlimited

I hereby grant authority to bind EAC Consulting, Inc. with regards to contracts as stated above:

Enrique Crooks P.E.
President

Date

9/26/13



<u>NAME</u>	<u>POSITION</u>
Enrique Crooks, P.E.	President
Christopher Bucknor, P.E.	Sr. Vice President
Michael Adeife, P.E.	Vice President
K.T. Lin, P.E.	Vice President
Marie Chong, CPA	Controller
Reynaldo Cortez, P.E.	Program Director
Juan Quiroga, P.E.	Deputy Program Director / Regional Manager

As per EAC Consulting's "Grants Of Authority", above are the names of those currently holding the referenced positions.

 Enrique Crooks P.E. President	 Date
---	--

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC RECORDS FORM

375-030-81
PROCUREMENT
OGC - 06/13

Contract No: C-9620

Financial Project No(s): 422713-2-22-01

Project Description: Venetian Causeway from North Bayshore Drive to Purdy Avenue

Vendor/Consultant acknowledges and agrees to the following:

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

Authorized Signature: _____

Date: 4/8/14

Print: _____

Enrique Crooks

Title: _____

President

Company/Firm: EAC Consulting, Inc.

Exhibit “A”
AMENDMENT 2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT STATUS CHANGE/CHECKLIST

COMPTROLLER
01/08

STATE COMPTROLLER USE:

Info Provider: Yamila Rodriguez

Received date: _____

Return to: Sarah Perez

Approved date: _____

Mail Station: _____

Approved by: _____

Phone # of Info Provider: 305-470-5457

CONTRACT NUMBER: C-9620

SITE/DISTRICT: 6

Total Executed Contract Amount: \$ 2,775,931.75 / \$ 0.00
To date This action

Status Code (choose one) ☒ 10 = Executed Contract ☐ 4X or 6X = Audit Status (Indicate Year) _____
☐ 20 = In Claims ☐ 99 = Post Design Service ☐ 50 = Complete/Terminated Contract

☐ Original Contract ☒ Amendment (Indicate #) 2 ☐ Renewal ☐ Addition (Indicate #) _____
☐ Award ☐ Supplemental (Indicate #) _____ ☐ Letter of Authorization (Indicate #) _____
☐ Time Extension ☐ Close Contract ☐ Other Changes (must include comments)

LETTING DATE: _____ **AWARD DATE:** _____

DATE OF CONTRACT EXECUTION (Last Signed Date): 10/15/2014

If last date signed > contract start date you must submit emergency certification (287.059 F.S. (2) 1) or Certificate of noncompliance (287.059 F.S. (2)) or settlement document (CM4(87-88) or CM11 (91-92)).

CONTRACT BEGINNING DATE: 6/28/2012 **ENDING DATE:** 6/27/2022

SERVICES BEGINNING DATE: 6/28/2012 **SERVICES ENDING DATE:** 6/27/2017

VENDOR NAME: EAC Consulting, Inc.

VENDOR NUMBER (FEID/SS): F650519739

PROJECT NUMBER: 422713-2-22-01

PROJECT NUMBER: _____

PROJECT NUMBER: _____

PROJECT NUMBER: _____

CAN THIS CONTRACT BE RENEWED? ☒ YES ☒ NO

SERVICE TYPE: _____

PAGE NUMBER RENEWAL CLAUSE IN CONTRACT: _____

Comments:

Certification Statement: I certify that the above information is correct and a true reflection of information contained in the above referenced contract.

Approved by: (Printed or typed) _____ Title: _____

Approval Signature: _____ Approval Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AMENDMENT
TO
STANDARD PROFESSIONAL SERVICES AGREEMENT

Amendment No.: 2

Original Contract No.: C-9620

Original Execution Date: June 28, 2012

Financial Project ID: 422713-2-22-01

FAP No.: N/A

Consultant Name: EAC Consulting, Inc.
ATTN: Mr. Enrique Crooks
815 N.W. 57th Avenue, Suite 402
Miami, Florida 33126

FEID No.: F650519739

Agreement Description: Venetian Causeway from North Bayshore Drive to Purdy Avenue

Purpose of Amendment: AMENDMENT

The State of Florida Department of Transportation (Department) and EAC Consulting, Inc. (Consultant) agree that the referenced Agreement shall be amended as follows:

This amends the Original Agreement to move funds as detailed on page B-1

Consultant will complete the services described in Exhibit "A" by June 27, 2017. The total limiting amount will not be affected by this amendment.

Except as hereby modified, amended, or changed, all of the terms and conditions of said Agreement and any amendments thereto will remain in full force and effect.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

EAC Consulting, Inc.

BY:  10/15/14

BY: 

Authorized Signature / Execution Date

Authorized Signature

Name: Harold Desdunes

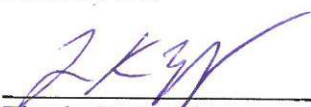
Name: Enrique A. Crooks

Title: District Director of Transportation Development

Title: President

APPROVED:

LEGAL REVIEW:


Tiondra K. Wright
Contract Supervisor

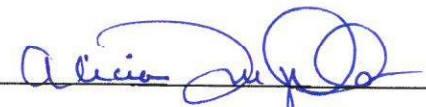


EXHIBIT "B"
METHOD OF COMPENSATION
Contract No. C-9620
AMENDMENT No. 2

1.0 SUMMARY OF FEES:

CONTRACT COMPENSATION SUMMARY TABLE			
Consultant	Compensation Element	Method of Payment	Total
EAC Consulting, Inc.	Basic Services	LS-2	\$ 1,296,988.03
	Salary Related Costs	LA-3	\$ 61,602.00
Clary Consulting, LLC.	Basic Services	LS-2	\$ 36,975.00
	Miscellaneous Direct Expense	LA-5	\$ 3,000.00
Cunningham Group, Inc.	Loaded Rates	LA-4	\$ 20,223.00
	Public Involvement	LS-2	\$ 85,068.00
			\$ 26,379.86
	Miscellaneous Direct Expense	LA-5	\$ 8,597.46
EC Driver & Associates, Inc.	Basic Services	LS-2	\$ 239,224.41
	Salary Related Costs	LA-3	\$ 19,978.00
Geosol, Inc.	Loaded Rates	LA-4	\$ 181,788.59
HBC Engineering Company	Basic Services	LS-2	\$ 18,767.00
	Salary Related Costs	LA-3	\$ 938.00
Janus Research	Basic Services	LS-2	\$ 228,537.31
			\$ (26,379.86)
	Salary Related Costs	LA-3	\$ 11,675.00
Kimley-Horn and Associates	Basic Services	LS-2	\$ 24,938.00
	Salary Related Costs	LA-3	\$ 1,501.00
Manuel G Vera and Associates, Inc.	Loaded Rates	LA-4	\$ 93,382.00
Ocean Engineering Associates, Inc.	Basic Services	LS-2	\$ 89,394.61
Stantec, Inc.	Basic Services	LS-2	\$ 228,044.34
	Salary Related Costs	LA-3	\$ 19,636.00
Touchstone Architecture & Consulting	Basic Services	LS-2	\$ 105,674.00
TOTAL CONTRACT AMOUNT			\$ 2,775,931.75

Exhibit “A”
AMENDMENT 3

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT STATUS CHANGE/CHECKLIST

COMPTROLLER
01/08

STATE COMPTROLLER USE:

Info Provider: Yamila Rodriguez

Received date: _____

Return to: Sarah Perez

Approved date: _____

Mail Station: _____

Approved by: _____

Phone # of Info Provider: 305-470-5457

CONTRACT NUMBER: C-9620

SITE/DISTRICT: 6

Total Executed Contract Amount: \$ 2,775,931.75 / \$ 0.00
To date *This action*

Status Code (choose one) ☒ 10 = Executed Contract ☐ 4X or 6X = Audit Status (Indicate Year) _____
☐ 20 = In Claims ☐ 99 = Post Design Service ☐ 50 = Complete/Terminated Contract

☐ Original Contract ☒ Amendment (Indicate #) 3 ☐ Renewal ☐ Addition (Indicate #) _____
☐ Award ☐ Supplemental (Indicate #) _____ ☐ Letter of Authorization (Indicate #) _____
☐ Time Extension ☐ Close Contract ☐ Other Changes (must include comments)

LETTING DATE: _____ AWARD DATE: _____

DATE OF CONTRACT EXECUTION (Last Signed Date): 1/8/2015

If last date signed > contract start date you must submit emergency certification (287.059 F.S. (2) 1) or Certificate of noncompliance (287.059 F.S. (2)) or settlement document (CM4(87-88) or CM11 (91-92)).

CONTRACT BEGINNING DATE: 6/28/2012 ENDING DATE: 6/27/2022

SERVICES BEGINNING DATE: 6/28/2012 SERVICES ENDING DATE: 6/27/2017

VENDOR NAME: EAC Consulting, Inc. VENDOR NUMBER (FEID/SS): F650519739

PROJECT NUMBER: 422713-2-22-01 PROJECT NUMBER: _____

PROJECT NUMBER: _____ PROJECT NUMBER: _____

CAN THIS CONTRACT BE RENEWED? ☒ YES ☒ NO SERVICE TYPE: _____

PAGE NUMBER RENEWAL CLAUSE IN CONTRACT: _____

Comments:

Certification Statement: I certify that the above information is correct and a true reflection of information contained in the above referenced contract.

Approved by: (Printed or typed) _____ Title: _____

Approval Signature: _____ Approval Date: _____

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AMENDMENT
TO
STANDARD PROFESSIONAL SERVICES AGREEMENT**

Amendment No.: 5

Original Contract No.: C-9620

Original Execution Date: June 28, 2012

Financial Project ID: 422713-2-22-01

FAP No.: N/A

Consultant Name: EAC Consulting, Inc.
Attn: Mr. Enrique Crooks
815 N.W. 57th Avenue, Suite 402
Miami, Florida 33126

FEID No.: F650519739

Agreement Description: Venetian Causeway from North Bayshore Drive to Fiddy Avenue

Purpose of Amendment: AMENDMENT

The State of Florida Department of Transportation (Department) and EAC Consulting, Inc. (Consultant) agree that the referenced Agreement shall be amended as follows:

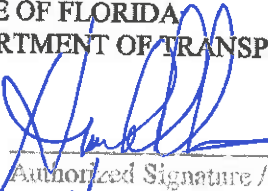
This amends the Original Agreement to move funds as detailed on page B-1 and to add a new job classification to the Sub-consultant HBC Engineering Company. The Original Agreement's Table 5, "Unloaded Salary Rates", shall also be amended to include subject rates as detailed on page B-1.

Consultant will complete the services described in Exhibit "A" by June 27, 2017. The total limiting amount will not be affected by this amendment.

Except as hereby modified, amended, or changed, all of the terms and conditions of said Agreement and any amendments thereto will remain in full force and effect.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:

 1/8/15
Authorized Signature / Execution Date

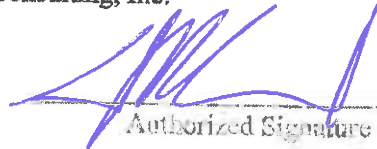
Name:

Harold Desdunes

Title: District Director of Transportation Development

EAC Consulting, Inc.

BY:


Authorized Signature

Name:

Enrique A. Crooks

Title:

President

APPROVED:


Tiandra K. Wright
Contract Supervisor

LEGAL REVIEW:



EXHIBIT "B"
METHOD OF COMPENSATION
Contract No. C-9620
AMENDMENT No. 3

1.0 SUMMARY OF FEES:

CONTRACT COMPENSATION SUMMARY TABLE			
Consultant	Compensation Element	Method of Payment	Total
EAC Consulting, Inc.	Basic Services	LS-2	\$ 1,296,988.03
	Salary Related Costs	LA-3	\$ 61,602.00
Clary Consulting, LLC.	Basic Services	LS-2	\$ 36,975.00
			\$ (15,777.50)
	Miscellaneous Direct Expense	LA-5	\$ 21,197.50
Cunningham Group, Inc.	Loaded Rates	LA-4	\$ 3,000.00
	Public Involvement	LS-2	\$ 20,223.00
	Miscellaneous Direct Expense	LA-5	\$ 111,447.86
EC Driver & Associates, Inc.	Basic Services	LS-2	\$ 8,597.46
	Salary Related Costs	LA-3	\$ 239,224.41
Geosol, Inc.	Loaded Rates	LA-4	\$ 19,978.00
			\$ 181,788.59
HBC Engineering Company	Basic Services	LS-2	\$ 18,767.00
			\$ 9,540.07
	Salary Related Costs	LA-3	\$ 28,307.07
Janus Research	Basic Services	LS-2	\$ 938.00
	Salary Related Costs	LA-3	\$ 202,157.45
Kinley-Horn and Associates	Basic Services	LS-2	\$ 11,675.00
			\$ 24,938.00
	Salary Related Costs	LA-3	\$ 6,237.43
Manuel G Vera and Associates, Inc.	Loaded Rates	LA-4	\$ 31,175.43
Ocean Engineering Associates, Inc.	Basic Services	LS-2	\$ 1,501.00
Stantec, Inc.	Basic Services	LS-2	\$ 93,382.00
	Salary Related Costs	LA-3	\$ 89,394.61
Touchstone Architecture & Consulting	Basic Services	LS-2	\$ 228,044.34
			\$ 19,636.00
			\$ 105,674.00
TOTAL CONTRACT AMOUNT			\$ 2,775,931.75

TABLE 5		
UNLOADED HOURLY RATES		
B. Contract Rates		
Consultant	Job Class/Name	Rate
HBC Engineering Company	Engineering Technician	\$18.00

Exhibit “A”
AMENDMENT 4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AMENDMENT
TO
STANDARD PROFESSIONAL SERVICES AGREEMENT

Amendment No.: 4

Original Contract No.: C-9620

Original Execution Date: June 28, 2012

Financial Project ID: 422713-2-22-01

FAP No.: N/A

Consultant Name: EAC Consulting, Inc.
Attn: Mr. Enrique Crooks
815 N.W. 57th Avenue, Suite 402
Miami, Florida 33126

FEID No.: F650519739

Agreement Description: Venetian Causeway from North Bayshore Drive to Purdy Avenue

Purpose of Amendment: AMENDMENT

The State of Florida Department of Transportation (Department) and EAC Consulting, Inc. (Consultant) agree that the referenced Agreement shall be amended as follows:

This amends the Original Agreement to move funds as detailed on page B-1 and to add a Sub consultant Concurr Florida, Inc. The Original Agreement's Table 6, "Loaded Rates", shall also be amended to include subject rates as detailed on page B-1.

Consultant will complete the services described in Exhibit "A" by June 27, 2017. The total limiting amount will not be affected by this amendment.

Except as hereby modified, amended, or changed, all of the terms and conditions of said Agreement and any amendments thereto will remain in full force and effect.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature] 3/6/15
Authorized Signature / Execution Date

Name: Harold Desdunes

Title: District Director of Transportation Development

EAC Consulting, Inc.

BY: [Signature]
Authorized Signature

Name: Enrique A. Crooks, P.E.

Title: President

APPROVED:

[Signature]
Tiondre K. Wright
Contract Supervisor

LEGAL REVIEW:

[Signature]

EXHIBIT "B"
METHOD OF COMPENSATION
Contract No. C-9620
AMENDMENT No. 4

1.0 SUMMARY OF FEES:

CONTRACT COMPENSATION SUMMARY TABLE			
Consultant	Compensation Element	Method of Payment	Total
EAC Consulting, Inc.	Basic Services	LS-2	\$1,296,988.03
			\$ (56,969.50)
	Salary Related Costs	LA-3	\$ 1,240,018.53
			\$ 61,602.00
Clary & Associates, Inc.	Basic Services	LS-2	\$ (14,750.00)
			\$ 46,852.00
	Miscellaneous Direct Expense	LA-5	\$ 21,197.50
			\$ (21,197.50)
Concurr of Florida, Inc.	Loaded Rates	LA-4	\$ -
Cunningham Group, Inc.	Loaded Rates	LA-4	\$ 3,000.00
	Public Involvement	LS-2	\$ -
	Miscellaneous Direct Expense	LA-5	\$ 62,420.00
EC Driver & Associates, Inc.	Basic Services	LS-2	\$ 20,223.00
	Salary Related Costs	LA-3	\$ 111,447.86
Geosol, Inc.	Loaded Rates	LA-4	\$ 8,597.46
HBC Engineering Company	Basic Services	LS-2	\$ 239,224.41
			\$ 19,978.00
	Salary Related Costs	LA-3	\$ 222,785.59
Janus Research	Basic Services	LS-2	\$ 18,767.00
			\$ 9,540.07
	Salary Related Costs	LA-3	\$ 28,307.07
Kimley-Horn and Associates	Basic Services	LS-2	\$ 938.00
	Salary Related Costs	LA-3	\$ 202,157.45
Manuel G Vera and Associates, Inc.	Loaded Rates	LA-4	\$ 11,675.00
Ocean Engineering Associates, Inc.	Basic Services	LS-2	\$ 31,175.43
Stantec, Inc.	Basic Services	LS-2	\$ 1,501.00
			\$ 93,382.00
	Salary Related Costs	LA-3	\$ 89,394.61
Touchstone Architecture & Consulting	Basic Services	LS-2	\$ 228,044.34
			\$ 19,636.00
	Salary Related Costs	LA-3	\$ (7,500.00)
TOTAL CONTRACT AMOUNT			\$ 12,136.00
			\$ 105,674.00

TABLE 6		
LOADED HOURLY RATES		
No Multipliers will be added to the following rates		
Consultant	Job Class/Name	Rate
Concurr Florida, Inc.	Principal Corrosion & CP Specialist	\$ 190.00
	Corrosion & CP Technician	\$ 95.00

Exhibit “A”
AMENDMENT 5

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT STATUS CHANGE/CHECKLIST

COMPTROLLER
01/08

STATE COMPTROLLER USE:

Info Provider: Natalie Bernales

Received date: _____

Return to: Room 6202B

Approved date: _____

Mail Station: _____

Approved by: _____

Phone # of Info Provider: 305-470-5457

CONTRACT NUMBER: C-9620

SITE/DISTRICT: 6

Total Executed Contract Amount: \$ 0.00 / \$ 0.00
To date This action

Status Code (choose one) ☒ 10 = Executed Contract ☐ 4X or 6X = Audit Status (Indicate Year) _____

☐ 20 = In Claims ☐ 99 = Post Design Service ☐ 50 = Complete/Terminated Contract

☐ Original Contract ☒ Amendment (Indicate #) 5 ☐ Renewal ☐ Addition (Indicate #) _____

☐ Award ☐ Supplemental (Indicate #) _____ ☐ Letter of Authorization (Indicate #) _____

☐ Time Extension ☐ Close Contract ☐ Other Changes (must include comments)

LETTING DATE: _____ AWARD DATE: _____

DATE OF CONTRACT EXECUTION (Last Signed Date): 5/11/2015

If last date signed > contract start date you must submit emergency certification (287.059 F.S. (2) 1) or Certificate of noncompliance (287.059 F.S. (2)) or settlement document (CM4(87-88) or CM11 (91-92)).

CONTRACT BEGINNING DATE: 6/28/2012 ENDING DATE: 6/27/2022

SERVICES BEGINNING DATE: 6/28/2012 SERVICES ENDING DATE: 6/27/2017

VENDOR NAME: EAC Consulting, Inc.

VENDOR NUMBER (FEID/SS): F650519739

PROJECT NUMBER: 422713-2-22-01

PROJECT NUMBER: _____

PROJECT NUMBER: _____

PROJECT NUMBER: _____

CAN THIS CONTRACT BE RENEWED? ☐ YES ☒ NO

SERVICE TYPE: _____

PAGE NUMBER RENEWAL CLAUSE IN CONTRACT: _____

Comments:

Certification Statement: I certify that the above information is correct and a true reflection of information contained in the above referenced contract.

Approved by: (Printed or typed) _____ Title: _____

Approval Signature: _____ Approval Date: _____

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AMENDMENT
TO
STANDARD PROFESSIONAL SERVICES AGREEMENT**

Amendment No.: #5

Original Contract No.: C-9620

Original Execution Date: June 28, 2012

Financial Project ID: 422713-2-22-01

FAP No.: N/A

Consultant Name: EAC Consulting, Inc.
ATTN: Mr. Enrique Crooks
815 N.M. 57th Avenue, Suite 402
Miami, Florida 33126

FEID No.: F650519739

Agreement Description: Venetian Causeway from North Bayshore Drive to Purdy Avenue

Purpose of Amendment: AMENDMENT

The State of Florida Department of Transportation (Department) and EAC Consulting, Inc.(Consultant) agree that the above referenced Standard Professional Services Agreement shall be amended as follows:

This amends the Original Agreement to redistribute funds as detailed on page B-1.

Consultant will complete the services described in Exhibit "A", Scope of Services, by June 27, 2017. The total limiting amount will not be affected by this Amendment.

Except as hereby modified, amended, or changed, all of the terms and conditions of said Agreement and any amendments thereto will remain in full force and effect.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature] 5/11/15
Authorized Signature / Execution Date

Name: Harold Desdunes

Title: Director of Transportation Development

EAC CONSULTING, INC.

By: [Signature]
Authorized Signature

Name: Enrique A. Crooks

Title: President

APPROVED:

[Signature]
Thondra K. Wright
Contract Supervisor

EXHIBIT "B"
METHOD OF COMPENSATION
Contract No. C-9620
Amendment No. #5

CONTRACT COMPENSATION SUMMARY TABLE			
Consultant	Compensation Element	Method of Payment	Total
EAC Consulting, Inc.	Basic Services	LS-2	\$ 1,240,016.53
	Salary Related Costs	LA-3	\$ 46,852.00
Clary Consulting, LLC.	Basic Services	LS-2	\$ -
	Miscellaneous Direct Expense	LA-5	\$ -
Concor of Florida, Inc.	Loaded Rates	LA-4	\$ 62,420.00 \$ (62,420.00) \$ 0
	Basic Services	LS-2	\$ 0 \$ 62,420.00 \$ 62,420.00
	Loaded Rates	LA-4	\$ 20,223.00
	Public Involvement	LS-2	\$ 111,447.86
Cunningham Group, Inc.	Miscellaneous Direct Expense	LA-5	\$ 8,597.46
	Basic Services	LS-2	\$ 239,224.41
EC Driver & Associates, Inc.	Salary Related Costs	LA-3	\$ 19,978.00
	Loaded Rates	LA-4	\$ 222,785.59
HBC Engineering Company	Basic Services	LS-2	\$ 28,307.07
	Salary Related Costs	LA-3	\$ 938.00
Janus Research	Basic Services	LS-2	\$ 202,157.45
	Salary Related Costs	LA-3	\$ 11,675.00
Kimley-Horn and Associates	Basic Services	LS-2	\$ 31,175.43
	Salary Related Costs	LA-3	\$ 1,501.00
Manuel G Vera and Associates, Inc.	Loaded Rates	LA-4	\$ 93,382.00
Ocean Engineering Associates, Inc.	Basic Services	LS-2	\$ 89,394.61
Stantec, Inc.	Basic Services	LS-2	\$ 228,044.34
	Salary Related Costs	LA-3	\$ 12,136.00
Touchstone Architecture & Consulting	Basic Services	LS-2	\$ 105,674.00
TOTAL CONTRACT AMOUNT			\$ 2,775,931.75

Exhibit “A”
AMENDMENT 6

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AMENDMENT
TO
STANDARD PROFESSIONAL SERVICES AGREEMENT**

Amendment No.: 6

Original Contract No.: C-9620

Original Execution Date: June 28, 2012

Financial Project ID: 422713-2-22-01

FAP No.: N/A

Consultant Name: EAC Consulting, Inc.
ATTN: Mr. Enrique Crooks
815 N.W. 57th Avenue, Suite 402
Miami, Florida 33126

FEID No.: F650519739

Agreement Description: Venetian Causeway from North Bayshore Drive to Purdy Avenue

Purpose of Amendment: **AMENDMENT**

The State of Florida Department of Transportation (Department) and EAC Consulting, Inc. (Consultant) agree that the above referenced Standard Professional Services Agreement shall be amended as follows:

Amendment No.4, Exhibit "B", shall be amended to include table 6 "loaded rates" as detailed on page B-1 with an effective date of March 6, 2015.

Consultant will complete the services described in Exhibit "A", Scope of Services, by June 27, 2017. The total limiting amount will not be affected by this Amendment.

Except as hereby modified, amended, or changed, all of the terms and conditions of said Agreement and any amendments thereto will remain in full force and effect.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature] 12/23/15
Authorized Signature / Execution Date

Name: Harold Desdunes

Title: Director of Transportation Development

APPROVED:

[Signature]
Michelle Loren Rapaport
District Procurement Manager

EAC CONSULTING, INC.

By: [Signature]
Authorized Signature

Name: Enrique A. Crooks, PE

Title: President

EXHIBIT "B"
METHOD OF COMPENSATION
Contract No. C-9620
Amendment No. 6

1.0 COMPENSATION RATES

TABLE 6			
LOADED HOURLY RATES			
No Multipliers will be added to the following rates			
Consultant	Job Class/Name	Unit	Rate
Geosol, Inc.	031 Safety Boat	Day	\$ 434.00
	065 Concrete Pavement Cores (No MOT)	Each	\$ 100.79
	086 Unconfined Compression Test/Rock	Each	\$ 79.57

Exhibit “A”
AMENDMENT 7

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO
STANDARD PROFESSIONAL SERVICES AGREEMENT**375-030-97
PROCUREMENT
03/17

Amendment Number: 7 Amendment Execution Date: 03/31/17
Original Agreement No.: C9620 Original Agreement Execution Date: June 28, 2012
Consultant Name: EAC Consulting, Inc.
FM Number(s): 422713-2-22-01
FAP No.: 4042 401 C
Agreement Description: Venetian Causeway from Northshore Drive to Purdy Avenue
Purpose of Amendment: Time Extension,

The terms of the original agreement referenced above are hereby amended:

Section 2.B. of the Standard Professional Services Agreement is revised to extend the time period for completion of basic project services through June 27, 2019.

Except as hereby modified, amended, or changed, all of the terms and conditions of said original agreement and any supplements and amendments thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

EAC Consulting, Inc.
Name of Consultant
BY: Enrique Crooks
Name: 3/29/2017 5:41 PM EDT
Title: President

DocuSigned by:
BY: Harold Desdunes 3/31/2017 | 11:45 AM EDT
Name: Harold Desdunes
Title: Director of Transportation Development

FOR DEPARTMENT USE ONLY**PROCUREMENT OFFICE REVIEW:**

DocuSigned by:
Arturo Delante
9338A77121584EE...

Exhibit “A”
AMENDMENT 8

AMENDMENT
FOR SUBCONSULTANT NAME CHANGE OR ACQUISITION

Amendment Number: 8 Amendment Execution Date: June 16, 2017
Original Agreement No.: C-9620
FDOT Financial Management No.: 422713-2-22-01 FEID No.: F650519739
Original Agreement Execution Date: June 28, 2012
Consultant Name: EAC Consulting, Inc.
Consultant Address: 815 NW 57th Avenue, Suite 402, Miami, FL 33126
Agreement Description: Venetian Causeway from North Bayshore Drive to Purdy Avenue
Purpose of Amendment: Subconsultant Name Change

The terms of the original agreement referenced above are hereby amended:

In accordance with Section 7.A. of the Standard Professional Services Agreement Terms, the subconsultant AECOM Technical Services is hereby authorized to perform subconsultant services under this agreement. Furthermore, the subconsultant identified as EC Driver & Associates, Inc., is no longer authorized to perform subconsultant services under this agreement. The rates associated with EC Driver & Associates, Inc. shall be applied to AECOM Technical Services.

Except as hereby modified, amended, or changed, all of the terms and conditions of said original agreement and any supplements and amendments thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

EAC Consulting, Inc.
Name of Consultant
BY: Enrique Crooks
Name: Enrique Crooks
Title: President

BY: Harold 6/16/2017 | 1:38 PM EDT
Name: 58F3991F65EF46F...
Title: Director of Transportation Development

FOR DEPARTMENT USE ONLY

PROCUREMENT OFFICE REVIEW:

BY: Arturo Delante
Name: 9338A7712584EE...
Title: Procurement Office

Exhibit “A”
AMENDMENT 9

**AMENDMENT TO
STANDARD PROFESSIONAL SERVICES AGREEMENT**

Amendment Number: 9 Amendment Execution Date: 10/8/2018 | 9:11 AM EDT
 Original Agreement No.: C9620 Original Agreement Execution Date: 6/28/2012
 Consultant Name: EAC Consulting, Inc.
 FM Number(s): 422713-2-22-01
 FAP No.: n/a
 Agreement Description: Venetian Causeway from North Bayshore Drive to Purdy Avenue
 Purpose of Amendment: Reallocate Funds

The terms of the original agreement referenced above are hereby amended:

Funds have been reallocated as follows:

Contract Compensation Summary Table					
Consultant	Compensation Element Description	Method of Payment	Thru Amendment No. 8	Amendment No. 9	Total
EAC Consulting, Inc.	Basic Services	LS-2	\$ 1,240,018.53	\$ (71,389.82)	\$ 1,168,628.71
	Salary Related Costs	LA-3	\$46,852.00	\$ -	\$ 46,852.00
Clary Consulting, LLC.	Basic Services	LA-2	\$ -	\$ -	\$ -
	Misc. Direct Expenses	LA-5	\$ -	\$ -	\$ -
Concorr of Florida, Inc.	Loaded Rates	LA-4	\$ -	\$ -	\$ -
	Basic Services	LS-2	\$ 62,420.00	\$ -	\$ 62,420.00
Cunningham Group, Inc.	Loaded Rates	LA-4	\$ 20,223.00	\$ -	\$ 20,223.00
	Public Involvement	LS-2	\$ 111,447.86	\$ -	\$ 111,447.86
	Misc. Direct Expenses	LA-5	\$ 8,597.46	\$ -	\$ 8,597.46
AECOM	Basic Services	LS-2	\$ 239,224.41	\$ -	\$ 239,224.41
	Salary Related Costs	LA-3	\$ 19,978.00	\$ -	\$ 19,978.00
Geosol, Inc.	Loaded Rates	LA-4	\$ 222,785.59	\$ -	\$ 222,785.59
HBC Engineering Company	Basic Services	LS-2	\$ 28,307.07	\$ -	\$ 28,307.07
	Salary Related Costs	LA-3	\$ 938.00	\$ -	\$ 938.00
Janus Research	Basic Services	LS-2	\$ 202,157.45	\$ 38,525.07	\$ 240,682.52
	Salary Related Costs	LA-3	\$ 11,675.00	\$ -	\$ 11,675.00
Kimley-Horn and Associates	Basic Services	LS-2	\$ 31,175.43	\$ -	\$ 31,175.43
	Salary Related Costs	LA-3	\$ 1,501.00	\$ -	\$ 1,501.00
Manuel G Vera and Associates, Inc.	Loaded Rates	LA-4	\$ 93,382.00	\$ -	\$ 93,382.00
INTERA, Inc.	Basic Services	LS-2	\$ 89,394.61	\$ -	\$ 89,394.61
Stantec, Inc.	Basic Services	LS-2	\$ 228,044.34	\$ 32,864.75	\$ 260,909.09
	Salary Related Costs	LA-3	\$ 12,136.00	\$ -	\$ 12,136.00
Touchstone Architecture & Consulting	Basic Services	LS-2	\$ 105,674.00	\$ -	\$ 105,674.00
TOTAL CONTRACT AMOUNT			\$ 2,775,931.75	\$ -	\$ 2,775,931.75

**AMENDMENT TO
STANDARD PROFESSIONAL SERVICES AGREEMENT**

Except as hereby modified, amended, or changed, all of the terms and conditions of said original agreement and any supplements and amendments thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CONSULTANT**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

EAC Consulting, Inc.
Name of Consultant
BY: Rick Crooks
Name: Rick Crooks
Title: President

DocuSigned by:
BY: Harold Desdunes 10/8/2018 | 9:11 AM EDT
Name: Harold Desdunes
Title: Director of Transportation Development

FOR DEPARTMENT USE ONLY**PROCUREMENT OFFICE REVIEW:**

DocuSigned by:
Arturo Delante
9338A77121584EE...

Exhibit “A”
AMENDMENT 10

**AMENDMENT TO
STANDARD PROFESSIONAL SERVICES AGREEMENT**

Amendment Number: 10 Amendment Execution Date: 5/28/2019 | 2:40 PM EDT
Original Agreement No.: C9620 Original Agreement Execution Date: 6/28/2012
Consultant Name: EAC Consulting, Inc.
FM Number(s): 422713-2-22-01
FAP No.: n/a
Agreement Description: Venetian Causeway from North Bayshore Drive to Purdy Avenue
Purpose of Amendment: Add Funds, Time Extension, Incorporate attachments to the contract

The terms of the original agreement referenced above are hereby amended:

The total maximum limiting amount of \$2,775,931.75 for all services required under the original agreement and all supplements and amendments thereto is herein increased by \$309,231.00. The revised total maximum limiting amount for all services is \$3,085,162.75. The services specified in Exhibit "A", Scope of Services of the original agreement are amended and attached as Exhibit "A".

Financial Project No.	Amount
422713-2-22-01	\$309,231.00

Section 2.B. of the Standard Professional Services Agreement is revised to extend the time period for completion of basic project services through 6/27/2020.

The following attachments are hereby incorporated into this Amendment:

Exhibit "A", Scope of Services, Page A-1 through A-4
Exhibit "B", Method of Compensation, Page B-1

Except as hereby modified, amended, or changed, all of the terms and conditions of said original agreement and any supplements and amendments thereto will remain in full force and effect.

**AMENDMENT TO
STANDARD PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CONSULTANT**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

EAC Consulting, Inc.
Name of Consultant
BY: Enrique Crooks
0AFF3092D4A5403...
Name: Enrique Crooks
Title: President

DocuSigned by:
BY: Harold Desdunes 5/28/2019 | 2:40 PM EDT
58F3991F65EF46F...
Name: Harold Desdunes
Title: Director of Transportation Development

FOR DEPARTMENT USE ONLY**PROCUREMENT OFFICE REVIEW:**

DocuSigned by:
Arturo Delante
9338A77421584EE...
Procurement Office

LEGAL OFFICE REVIEW:

DocuSigned by:
Alicia Inujillo
Legal Office



EXHIBIT “A”
SCOPE OF SERVICES
Contract No. C9620 / Amendment No. 10

DESCRIPTION

Venetian Causeway – North Bayshore Drive to Purdy Avenue

PURPOSE

These supplemental scopes of services are for additional services related to the meetings and services required to address FHWA requirements for participation as the lead agency for the project as well as the determination of the appropriate Class of Action. The related services include the coordination with the United States Coast Guard (USCG) and United States Army Corps of Engineers (USACE) as cooperating agencies, the State Historic Preservation Officer (SHPO) as a participating agency as well as the local agencies and stakeholders. Additional engineering analysis is also required for an alternative to replace the east bascule bridge with a raised fixed bridge. These services as well as the new existing condition for the west bascule bridge (Bridge 1) will result in updates to the Draft Preliminary Engineering Report (PER), Cultural Resource Assessment Survey (CRAS) and some of the draft environmental technical memorandums.

These supplemental scopes of services are also related to the design and documentation of the Recommended Alternative of the PD&E. The Recommended Alternative design requires additional services for the raised bridge alignment, a minimum of 1 ft. above the existing clearance over the Biscayne Bay. The project documentation requires structuring, organizing the project file and uploading project documents into the new FDOT State-Wide Environmental Project Tracker (SWEPT).

1.0 DATA COLLECTION

Data Collection activities includes:

1. Design-build Plans and contract documents for replacement of remaining portion of Bridge 1
2. Permits for replacement of remaining section of Bridge 1
3. Memorandum of Agreement for Replacement of Bridge 1
4. Local agency Emergency Declaration
5. Various Sections of Code of Federal Regulations (CFR)
6. Venetian Causeway 1994 Toll Agreement and related state statutes
7. Venetian Causeway Financial Records. Including toll collection revenues and all maintenance and operation expenses.
8. Venetian Causeway Rehabilitation History and Costs.
9. Benthic Survey

2.0 ANALYSIS & PLANS DEVELOPMENT

2.1. Analysis includes:

1. Analysis of the design-build plans, associated permits and memorandum of agreement. Determine the extent of the work, the impacts to the existing bridge as well as the impacts to the environment and the historic resource.

2. Analysis of local agency emergency declaration for comparison to the CFR designation.
3. Analysis of various sections of the CFR as they relate to the replacement of the remaining portion of Bridge 1 and the actions of Miami-Dade County.
4. Analysis of the 1994 Toll Agreement and the related state statutes to determine compliance by Miami-Dade County. This includes the detailed analysis of the maintenance and financial records for the past 4 years for the following:
 - a. Analysis of Venetian Causeway Financial Records. Including toll collection revenues and all maintenance and operation expenses.
 - b. Analysis of Venetian Causeway Rehabilitation History and Costs.
 - c. Determination of maintenance and financial compliance with the 1994 Toll Agreement.
5. Information on the bridges to the north and south of the east bascule bridge as it relates to clearances and USCG requirements as well as those related to the Venetian east bridge.
6. Analyze replacing the east bascule bridge with a raised fixed bridge to satisfy the USCG requirements and address the needs of the stakeholders. Include plan and profile of the raised bridge and height relative to the existing bridge.
7. Analyze a raised profile for the low-level bridges to show impacts to adjacent walls and properties. Develop the approach geometry associated with this raised profile and geometry on the spoil islands.
8. Finalize the approach geometry for the raised profiles for the ten (10) low-level bridges and their tie-in points to the existing roadway intersections.
9. Conclude the extent of the impacts to the existing adjacent walls and properties as well as the impacts to the environment and the historic resource.

2.2. Plans Development includes:

1. Develop bridge profile concept plans for the ten (10) low-level bridges.
2. Develop cross-sectional concept plans identifying the impacts to the adjacent privacy walls for Bridge 5 and Bridge 6 approaches.

3.0 MEETINGS

3.1. Agency Scoping Meeting

Conduct an Agency Scoping Meeting to present the findings and receive input on the proposed alternatives for study, the schedule and the remaining activities to complete the study. Includes preparing and presenting a slide presentation. Participants to include:

- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- State Historic Preservation Officer (SHPO)
- Miami-Dade County
- Local Historic Preservation Entities

3.2. Public Meetings and Presentations

Participate in the following meetings:

- One (1) Project Advisory Group (PAG) meeting including preparing and presenting a slide presentation.
- Three (3) Home Owners Association meetings including preparing and presenting a slide presentation.

3.3. Project Meetings

Participate in meetings and conference calls and other communications as needed to address the FHWA requirements.

- Three (3) FHWA meetings
- Two (2) field meetings
- Three (3) internal coordination meetings
- Six (6) unscheduled meetings

3.4. Progress Meetings

Conduct nine (9) additional progress meetings for the additional project duration.

4.0 PUBLIC INVOLVEMENT

- Provide the required services for the public meetings.
- Update the Project Website
- 2 Newsletters and associated mailing
- 1 Newspaper advertisement

5.0 DOCUMENTATION OF FINDINGS

Documentation of the events, data collection, analysis and findings related to the project. Present findings in a report related to FHWA requirements, update the PER, and update the CRAS. Services include:

5.1. FHWA

- Document the CFR analysis and research related to the Venetian Causeway.
- Chronology of Events leading up to the replacement of the remaining portion of Bridge 1 and justification for the emergency actions taken.
- Documentation of all permitting actions and analysis of the results.
- Documentation of compliance with relative sections of the CFR
- Documentation of the financial, maintenance and operation findings and the determination of compliance with the 1994 Toll Agreement.
- Document the Rehabilitation records and Bridge inspection ratings of the bridges on the causeway and specifically Bridge 1.
- Documentation of the meetings and public involvement activities related to the Venetian Causeway

5.2. Preliminary Engineering Report (PER)

Update the Draft PER for the following:

- Existing Condition of Bridge 1 after replacement
- Alternative to replace the east bascule bridge with a raised fixed bridge to satisfy the USCG requirements and address the needs of the stakeholders. Include plan and profile of the raised bridge and height relative to the existing bridge.
- A raised profile for the low-level bridges. **Prepare a cross section rendering to show impacts to adjacent walls and properties.**
- Provide approach geometry associated with this raised profile and geometry on the spoil islands.
- Present impact findings in the **Preliminary Engineering Report (PER)** - Provide documentation of the raised bridges in the Final PER.

5.3. Cultural Resource Assessment Survey (CRAS)

Update the CRAS for the following:

- Show the remaining portion of Bridge 1 as replaced
- Present impact findings in the Section 106 process – Due to the Recommended Alternative impacts caused by the widening and raised bridge alignment additional documentation of the Area of Potential Effect (APE) is needed as it will be enlarged. The enlarged APE scope includes the following:
 - Additional Survey and evaluation of work
 - CRAS Addendum – Additional documentation needed to document recommended alternative.
 - Additional Florida Master Site Files for the additional resources identified; may be up to 10 historic resources.
 - Additional coordination with Department.

5.4. Environmental Documents:

Update the Environmental Documents with the following:

- Technical Memorandums to show the remaining portion of Bridge 1 as replaced
- Provide documentation of the impacts caused by the raised bridges.

6.0 DURATION

These additional services will require 20 additional months.

- Update Project File Maintenance

EXHIBIT "B"
METHOD OF COMPENSATION
Contract No. C9620
Amendment No. 10

Contract Compensation Summary Table					
Consultant	Compensation Element Description	Method of Payment	Thru Amendment No. 9	Amendment No. 10	Total
EAC Consulting, Inc.	Basic Services	LS-2	\$ 1,168,628.71	\$ 301,424.00	\$ 1,470,052.71
	Salary Related Costs	LA-3	\$46,852.00	\$ -	\$ 46,852.00
Clary Consulting, LLC.	Basic Services	LA-2	\$ -	\$ -	\$ -
	Misc. Direct Expenses	LA-5	\$ -	\$ -	\$ -
Concorr of Florida, Inc.	Loaded Rates	LA-4	\$ -	\$ -	\$ -
	Basic Services	LS-2	\$ 62,420.00	\$ -	\$ 62,420.00
Cunningham Group, Inc.	Loaded Rates	LA-4	\$ 20,223.00	\$ -	\$ 20,223.00
	Public Involvement	LS-2	\$ 111,447.86	\$ 2,440.00	\$ 113,887.86
	Misc. Direct Expenses	LA-5	\$ 8,597.46	\$ -	\$ 8,597.46
AECOM	Basic Services	LS-2	\$ 239,224.41	\$ -	\$ 239,224.41
	Salary Related Costs	LA-3	\$ 19,978.00	\$ -	\$ 19,978.00
Geosol, Inc.	Loaded Rates	LA-4	\$ 222,785.59	\$ -	\$ 222,785.59
HBC Engineering Company	Basic Services	LS-2	\$ 28,307.07	\$ -	\$ 28,307.07
	Salary Related Costs	LA-3	\$ 938.00	\$ -	\$ 938.00
Janus Research	Basic Services	LS-2	\$ 240,682.52	\$ -	\$ 240,682.52
	Salary Related Costs	LA-3	\$ 11,675.00	\$ -	\$ 11,675.00
Kimley-Horn and Associates	Basic Services	LS-2	\$ 31,175.43	\$ -	\$ 31,175.43
	Salary Related Costs	LA-3	\$ 1,501.00	\$ -	\$ 1,501.00
Manuel G Vera and Associates, Inc.	Loaded Rates	LA-4	\$ 93,382.00	\$ -	\$ 93,382.00
INTERA, Inc.	Basic Services	LS-2	\$ 89,394.61	\$ -	\$ 89,394.61
Stantec, Inc.	Basic Services	LS-2	\$ 260,909.09	\$ -	\$ 260,909.09
	Salary Related Costs	LA-3	\$ 12,136.00	\$ -	\$ 12,136.00
Touchstone Architecture & Consulting	Basic Services	LS-2	\$ 105,674.00	\$ 5,367.00	\$ 111,041.00
TOTAL CONTRACT AMOUNT			\$ 2,775,931.75	\$ 309,231.00	\$ 3,085,162.75

To: Stephen.Anderson@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

C9620

5/22/2019

CONTRACT INFORMATION

Contract:	C9620
Contract Type:	CA - ENGINEERING (ENGINEER)
Method of Procurement:	C - REQUEST FOR PROPOSAL (287.55,F. S.)
Vendor Name:	EAC CONSULTING, INC.
Vendor ID:	F650519739001
Beginning Date of This Agreement:	06/28/2012
Ending Date of This Agreement:	06/30/2022
Contract Total/Budgetary Ceiling:	ct = \$3,085,162.75
Description:	Venetian Causeway From North Bayshore Drive to Purdy Avenue

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/22/2019

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55063030643
Expansion Option:	AD
Object Code:	131512
Amount:	\$309,231.00
Financial Project:	42271322201
Work Activity (FCT):	119
CFDA:	
Fiscal Year:	2019
Budget Entity:	55150200
Category/Category Year:	088572/19
Amendment ID:	S002
Sequence:	00
User Assigned ID:	AMD#10
Enc Line (6s)/Status:	0003/04

Total Amount: \$309,231.00

Exhibit “A”
AMENDMENT 11

**AMENDMENT TO
STANDARD PROFESSIONAL SERVICES AGREEMENT**

Amendment Number: 11 Amendment Execution Date: 5/21/2020 | 8:13 AM EDT
Original Agreement No.: C9620 Original Agreement Execution Date: 6/28/2012
Consultant Name: EAC Consulting, Inc.
FM Number(s): 422713-2-22-01
FAP No.: N/A
Agreement Description: Venetian Causeway from North Bayshore Drive to Purdy Avenue
Purpose of Amendment: Time Extension

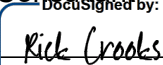
The terms of the original agreement referenced above are hereby amended:

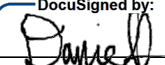
Section 2.B. of the Standard Professional Services Agreement is revised to extend the time period for completion of basic project services through 6/27/2022.

Except as hereby modified, amended, or changed, all of the terms and conditions of said original agreement and any supplements and amendments thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CONSULTANT**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

EAC Consulting, Inc.
Name of Consultant
BY: 
Name: Rick Crooks
Title: President

BY:  5/21/2020 | 8:13 AM EDT
Name: Daniel Iglesias, P.E.
Title: Director of Transportation Development

FOR DEPARTMENT USE ONLY**PROCUREMENT OFFICE REVIEW:**

DocuSigned by:

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Exhibit “A”
AMENDMENT 12

**AMENDMENT TO
STANDARD PROFESSIONAL SERVICES AGREEMENT**

Amendment Number: 12 Amendment Execution Date: 8/26/2021 | 8:13 PM EDT
 Original Agreement No.: C9620 Original Agreement Execution Date: 6/28/2012
 Consultant Name: EAC Consulting, Inc.
 FM Number(s): 422713-2-22-01
 FAP No.: N/A
 Agreement Description: Venetian Causeway from North Bayshore Drive to Purdy Avenue
 Purpose of Amendment: Modification of compensation elements on contract

The terms of the original agreement referenced above are hereby amended:

The following modifications are made to the contract:

Funds have been reallocated as described in the Contract Compensation Summary Table below:

Contract Compensation Summary Table					
Consultant	Compensation Element Description	Method of Payment	Thru Amendment No. 11	Amendment No. 12	Total
EAC Consulting, Inc.	Basic Services	LS-2	\$ 1,470,052.71	\$ 64,945.83	\$ 1,534,998.54
	Salary Related Costs	LA-3	\$46,852.00	\$ -	\$ 46,852.00
Clary Consulting, LLC.	Basic Services	LA-2	\$ -	\$ -	\$ -
	Misc. Direct Expenses	LA-5	\$ -	\$ -	\$ -
Concorr of Florida, Inc.	Loaded Rates	LA-4	\$ -	\$ -	\$ -
	Basic Services	LS-2	\$ 62,420.00	\$ (3,960.00)	\$ 58,460.00
Cunningham Group, Inc.	Loaded Rates	LA-4	\$ 20,223.00	\$ -	\$ 20,223.00
	Public Involvement	LS-2	\$ 113,887.86	\$ (23,318.98)	\$ 90,568.88
	Misc. Direct Expenses	LA-5	\$ 8,597.46	\$ -	\$ 8,597.46
AECOM	Basic Services	LS-2	\$ 239,224.41	\$ (16,647.00)	\$ 222,577.41
	Salary Related Costs	LA-3	\$ 19,978.00	\$ (5,168.52)	\$ 14,809.48
Geosol, Inc.	Loaded Rates	LA-4	\$ 222,785.59	\$ -	\$ 222,785.59
HBC Engineering Company	Basic Services	LS-2	\$ 28,307.07	\$ -	\$ 28,307.07
	Salary Related Costs	LA-3	\$ 938.00	\$ -	\$ 938.00
Janus Research	Basic Services	LS-2	\$ 240,682.52	\$ -	\$ 240,682.52
	Salary Related Costs	LA-3	\$ 11,675.00	\$ -	\$ 11,675.00
Kimley-Horn and Associates	Basic Services	LS-2	\$ 31,175.43	\$ -	\$ 31,175.43
	Salary Related Costs	LA-3	\$ 1,501.00	\$ -	\$ 1,501.00
Manuel G Vera and Associates, Inc.	Loaded Rates	LA-4	\$ 93,382.00	\$ -	\$ 93,382.00
INTERA, Inc.	Basic Services	LS-2	\$ 89,394.61	\$ -	\$ 89,394.61
Stantec, Inc.	Basic Services	LS-2	\$ 260,909.09		\$ 260,909.09
	Salary Related Costs	LA-3	\$ 12,136.00	\$ -	\$ 12,136.00
Touchstone Architecture & Consulting	Basic Services	LS-2	\$ 111,041.00	\$ (15,851.33)	\$ 95,189.67
TOTAL CONTRACT AMOUNT			\$ 3,085,162.75	\$ -	\$ 3,085,162.75

**AMENDMENT TO
STANDARD PROFESSIONAL SERVICES AGREEMENT**

Except as hereby modified, amended, or changed, all of the terms and conditions of said original agreement and any supplements and amendments thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CONSULTANT**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

EAC Consulting, Inc.
Name of Consultant
BY: *Rick Crooks*
Name: Rick Crooks
Title: President

DocuSigned by:
BY: *Daniel Iglesias* 8/26/2021 | 8:13 PM EDT
Name: Daniel Iglesias, P.E.
Title: Director of Transportation Development

FOR DEPARTMENT USE ONLY**PROCUREMENT OFFICE REVIEW:**

DocuSigned by:
Monserrat Sierra
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Exhibit “B”
COUNTY RESOLUTION

MIAMI-DADE COUNTY
AMENDMENT TO
STANDARD PROFESSIONAL SERVICES AGREEMENT

Amendment Number:	<u>13</u>	Amendment Execution Date:	<u></u>
Original Amendment No.:	<u>C9620</u>	Original Agreement Execution Date:	<u>6/28/2012</u>
Consultant Name:	<u>EAC Consulting, Inc.</u>		
FM Numbers:	<u>422713-2-22-01</u>		
FAP No.:	<u>N/A</u>		
Agreement Description:	<u>Venetian Causeway from North Bayshore Drive to Purdy Avenue</u>		
Purpose of Amendment:	<u>Add Funds, Time Extension, Incorporate attachments to the Contract</u>		

This Thirteenth Amendment is made and entered into as of the day and year first above written by and between Miami-Dade County, Florida, a public body, hereinafter referred to as the "COUNTY", and EAC Consulting, Inc., hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the Florida Department of Transportation (FDOT) and the CONSULTANT entered into a Standard Professional Services Agreement No. C9620 (AGREEMENT) to conduct a Project Development and Environment Study for the Venetian Causeway from North Bayshore Drive to Purdy Avenue; and

WHEREAS, FDOT assigned the AGREEMENT to the COUNTY in order for the COUNTY to exercise the option for the CONSULTANT to provide final design and plans preparation services to replace 11 bridges on the Venetian Causeway; and

WHEREAS, the COUNTY and the CONSULTANT agreed to the Assignment of the AGREEMENT; and

WHEREAS, the parties wish to make certain revisions to the AGREEMENT as provided below as a result of negotiations to exercise the option to provide final design and plans preparation services.

NOW, THEREFORE, the parties hereto do mutually agree to amend the AGREEMENT as follows:

The total maximum limiting amount of \$3,085,162.75 for all services required under the original agreement and all supplements and amendments thereto is herein increased by \$10,661,189.48. The revised total maximum limiting amount for all services is \$13,746,352.23. The services specified in Exhibit "A", Scope of Services of the original agreement are amended and attached as Exhibit "A".

SECTION 2 – TERM

Section 2.B of the Standard Professional Services Agreement is revised as follows:

Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this AGREEMENT will remain in full force and effect through the completion of all services required of the CONSULTANT or a 20 year term from the date of execution of this Agreement, whichever occurs first.

SECTION 3 – INSURANCE

Section 3 of the Standard Professional Services Agreement is revised as follows:

Consultant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by the Consultant or its employees, agents, servants, partners principals, contractors, subcontractors or subconsultants. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. 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, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Consultant shall furnish **Miami-Dade County, Risk Management Division 111 NW 1st Street Suite 2340 Miami FL 33128-1987**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements outlined below:

- A. Worker's compensation insurance for all employees as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate. Miami-Dade shall be included as an additional insured.
- C. Automobile Liability insurance for all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.
- D. Professional Liability for a minimum of \$5,000,000 per claim, \$5,000,000 in the aggregate to include architectural & engineering, bridge, roadway, lighting and drainage design, surveys, geotechnical and any other professional qualification required by project.

Company shall provide at least thirty (30) days prior written notice to County before coverages afforded under the policies are canceled or changed materially.

For any policies issued on a "claims-made" basis. Consultant must warrant that any applicable retroactive dates precede the date when professional services were rendered, and continuous coverage shall be maintained for an extended reporting period of at least ten (10) years after the completion of the professional services. Limits of liability shall remain the same.

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

SECTION 4 – SUBCONTRACTS

Section 4 of the Standard Professional Services Agreement is revised as follows:

The following subconsultants are added as authorized under this Agreement in accordance with Section 7.A of the **Standard Professional Services Agreement Terms**:

Brand and Associates, Inc. (F59-3476133), Hardesty & Hanover, LLC (F45-3031954), Intera, Inc . (74-3010638) and Berenblum Busch Architects, Inc (F27-1738659)..

SECTION 6 – MISCELLANEOUS

Section 6.C of the Standard Professional Services Agreement, is revised as follows:

The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein:

Pages A-1 through A-25: Exhibit “A”, Scope of Services and supplemented herein with “Exhibit 3 – Final Design Scope of Services”.

Pages B-1 through B-7: Exhibit “B”, Method of Compensation. Except as modified herein

MIAMI-DADE COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS
APRIL 2, 2021

SECTION 8 - MISCELLANEOUS

Section 8.F of the Contract Terms, of the Standard Professional Services Agreement, is revised to add No. 3 below:

3. 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.

Except as hereby modified, amended or changed, all of the terms and conditions of said original agreement and any supplements and amendments thereto will remain in full force and affect.

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

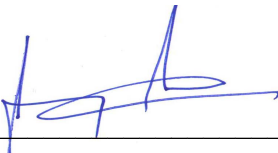
IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

CONSULTANT:

EAC CONSULTING, INC.

By: 
Name: Enrique A. Crooks
Title: President

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

By: 
Name: Jimmy Morales
Title: County Mayor or Designee

ATTEST: 

HARVEY RUVIN

By: Olga Valverde
Deputy Clerk 8-12-22



Approved by the County Attorney
as to Form and Legal Sufficiency:

By: 
Name: Annery Pulgar Alfonso
Title: Assistant County Attorney

CONSULTANT ATTEST:

By: 
Name: Janine Ortega
Title: Office Manager



EXHIBIT 3 – FINAL DESIGN SCOPE OF SERVICES FOR

Project Number: TBD

Replacement of Eleven (11) Bridges along Venetian Causeway

From North Bayshore Drive in Miami

To Purdy Avenue in Miami Beach

MIAMI-DADE

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

1	PURPOSE _____	4
2	PROJECT DESCRIPTION _____	6
3	PROJECT COMMON AND PROJECT GENERAL TASKS _____	11
4	ROADWAY ANALYSIS _____	17
5	ROADWAY PLANS _____	20
6a	DRAINAGE ANALYSIS _____	22
6b	DRAINAGE PLANS _____	24
7	UTILITIES _____	25
8	ENVIRONMENTAL PERMITS, Regulatory Permitting/Compliance, and ENVIRONMENTAL Clearances _____	29
9	STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS ____	32
10	STRUCTURES - BRIDGE DEVELOPMENT REPORT _____	34
11	STRUCTURES - TEMPORARY BRIDGE _____	36
12	STRUCTURES - SHORT SPAN CONCRETE BRIDGE _____	37
13	STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE _____	39
16	STRUCTURES - MOVABLE SPAN _____	42
17	STRUCTURES - RETAINING WALLS _____	47
18	STRUCTURES - MISCELLANEOUS _____	48
19	SIGNING AND PAVEMENT MARKING ANALYSIS _____	49
20	SIGNING AND PAVEMENT MARKING PLANS _____	50
23	LIGHTING ANALYSIS _____	51
24	LIGHTING PLANS _____	53
27	SURVEY _____	54
29	MAPPING _____	56
31	ARCHITECTURE DEVELOPMENT _____	57

35	GEOTECHNICAL	58
37	PROJECT REQUIREMENTS	62
38	INVOICING LIMITS	63

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

This Exhibit forms an integral part of the agreement between the Miami-Dade Department of Transportation and Public Works (hereinafter referred to as the DEPARTMENT or MDTPW) and ***EAC Consulting, Inc.*** (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Project Number: ***TBD***

Description: ***Replacement of Eleven (11) bridges along Venetian Causeway from North Bayshore Drive in Miami to Purdy Avenue in Miami Beach***

Bridge No(s).: ***874459, 874460, 874461, 874465, 874466, 874471, 874472, 874473, 874474, 874477, 874481***

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the DEPARTMENT in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with DEPARTMENT and FDOT policy, procedures and requirements. These Contract documents will be used by the contractor to build the project and test the project components. These Contract documents will be used by the DEPARTMENT or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the DEPARTMENT and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with DEPARTMENT procedures. CONSULTANTS are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The Consultant shall provide qualified technical and professional personnel to perform to Department standards and procedures, the duties and responsibilities assigned under the terms of this agreement. The Consultant shall minimize to the maximum extent possible the Department's need to apply its own resources to assignments authorized by the Department.

1 PURPOSE

The DEPARTMENT will provide technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The Department's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services.

2 PROJECT DESCRIPTION

The general scope of professional services for this project consists of preparing complete construction documents for the design and construction of ***Eleven (11) new bridges along Venetian Causeway between North Bayshore Drive in Miami and Purdy Avenue in Miami Beach. Design alternative selection to be based on the coordination, conclusions and commitments of the Project Development and Environment (PD&E) study managed by Florida Department of Transportation (FDOT).***

The work shall include bridge (temporary, fixed-medium span, and movable span) design and coordination, roadway design, signing & pavement markings, lighting, drainage, walls, maintenance of traffic, utility coordination and work schedule preparation, survey, geotechnical, permitting coordination and document preparation (for environmental and all pertinent permitting agencies), post-design services, and public involvement. The contract documents shall consist of bridge development report, project plans, calculations, specifications, cost estimates and permit documents and coordination, all signed and sealed by a Florida registered Professional Engineer where required. PD&E Re-evaluations, environmental documentation, and NEPA-related activities shall be coordinated with FDOT throughout project life through Construction.

Post-design services shall be included for meetings, field inspections Requests for Information (RFI), Plan revisions (Not as result of Errors and/or Omissions) and shop drawings review. The Construction Engineering Inspections will occur under a different contract through the Department.

2.1 Project General and Roadway (Activities 3, 4, and 5)

Public Involvement: CAP Level 3

Public meetings expected: up to Five (5).

Other Agency Presentations/Meetings: up to 2 agency meetings may be expected for City of Miami and respective County Agency.

2.4 Environmental Permits, Compliances, and Environmental Clearances (Activity 8)

CONSULTANT shall be responsible for early identification of, preparation of all pertinent documentation/plans/applications, and coordination with regulatory agencies to assure design efforts are properly directed toward permit requirements. Expected regulatory agencies include, but may not be limited to: US Coast Guard (USCG), US Army Corps of Engineers (COE), South Florida Water Management District (SFWMD), Miami-Dade County Department of Environmental Resources Management (DERM), etc. All permits must be approved prior to finalization of design plans.

2.5 Structures (Activities 9 – 18)

Bridge(s): Project consists of replacement of ten (10) Medium-span existing bridges, and one (1) existing Bascule bridge. Project also requires design of one (1) temporary bridge.

Bridges to be replaced: 874459, 874460, 874461, 874465, 874466, 874471, 874472, 874473, 874474 (East Venetian Bascule Bridge), 874477, 874481.

Type of Bridge Structure Work:

- Bridge Development Report (BDR) for each bridge
- Medium Span Concrete Bridge
- Movable Span Bridge
- Temporary Bridge
-

2.19 Project Schedule

For the purpose of scheduling, the CONSULTANT shall allow for a 4 week review time followed by a comment response period, and a phase review meeting for each phase submittal and any other submittals as appropriate. Typical design process will follow a submittal at the following milestones: 30%, 60%, 90%, 100%. Dry-run permitting/PWS permit reviews shall occur concurrent with all phase submittals starting at 60% phase submittal.

The approved schedule and schedule status report, along with progress report and payout curves, shall be submitted with every invoice.

2.20 Submittals

The CONSULTANT shall furnish construction contract documents as required by the DEPARTMENT to adequately control, coordinate, and approve the work concepts.

Phase review comments shall be incorporated as required according to a 30%, 60%, 90%, Dry-run and 100% review. The CONSULTANT shall submit to the DEPARTMENT one (1) set of 11x17 prints, and a project CD containing all CADD drawings, cost estimates, construction time estimates, design calculations, Specifications, etc. for review purposes.

The CONSULTANT shall create and maintain an account in the DEPARTMENT Virtual Review Tool (VRT) and shall coordinate Dry-run/PWS Permit reviews with DTPW Permit Department. Phase review comments will be made available via VRT, and CONSULTANT shall review and respond to comments within the comment deadline period. All agreed-to comments shall be incorporated into Contract documents as part of the following submittal. For Dry-run, contract plans are to be submitted to the DTPW Permit Section in accordance with Permit section review requirements.

Contract documents shall be prepared in a professional manner adhering to established CADD and Plan preparation standards as established by Miami-Dade County and Florida Department of Transportation.

2.21 Provisions for Work

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the DEPARTMENT which include, but are not limited to, publications such as:

- General
 - Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
 - 29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA
 - 40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
 - 40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
 - 40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA
 - Americans with Disabilities Act (ADA) Standards for Accessible Design
 - AASHTO – A Policy on Design Standards Interstate System
 - AASHTO – Roadside Design Guide
 - AASHTO – Roadway Lighting Design Guide
 - AASHTO – A Policy for Geometric Design of Highways and Streets
 - AASHTO – Highway Safety Manual
 - Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
 - Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement
 - Rule Chapter 62-257, F.A.C., Asbestos Program
 - Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
 - Code of Federal Regulations (C.F.R.)
 - Florida Administrative Codes (F.A.C.)
 - Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business & Professional Regulations Rules
 - Florida Department of Environmental Protection Rules
 - FDOT Basis of Estimates Manual
 - FDOT Computer Aided Design and Drafting (CADD) Manual
 - FDOT Standard Plans
 - FDOT Flexible Pavement Design Manual
 - FDOT - Florida Roundabout Guide
 - FDOT Handbook for Preparation of Specifications Package
 - FDOT Standard Plans Instructions
 - FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
 - FDOT Materials Manual
 - FDOT Pavement Type Selection Manual
 - FDOT Design Manual
 - FDOT Procedures and Policies
 - FDOT Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements
 - FDOT Project Development and Environmental Manual

- FDOT Project Traffic Forecasting Handbook
- FDOT Public Involvement Handbook
- FDOT Rigid Pavement Design Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- Manual on Speed Zoning for Highways, Roads, and Streets in Florida
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA – National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
- Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005
- Florida Statutes (F.S.)
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Quality Assurance Guidelines
- Safety Standards
- Any special instructions from the DEPARTMENT
- Roadway
 - FDOT – Florida Intersection Design Guide
 - FDOT - Project Traffic Forecasting Handbook
 - FDOT - Quality/Level of Service Handbook
 - Florida's Level of Service Standards and Highway Capacity Analysis for the SHS
 - Transportation Research Board (TRB) - Highway Capacity Manual
- Permits
 - Chapter 373, F.S. – Water Resources
 - US Fish and Wildlife Service Endangered Species Programs
 - Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
 - Bridge Permit Application Guide, COMDTPUB P16591.3C
 - Building Permit
 - Relevant agencies: SFWMD, DERM/RER, ACOE, USCG, NPDES, etc.
- Drainage
 - FDOT Bridge Hydraulics Handbook
 - FDOT Culvert Handbook
 - FDOT Drainage Manual
 - FDOT Erosion and Sediment Control Manual
 - FDOT Exfiltration Handbook
 - FDOT Hydrology Handbook
 - FDOT Open Channel Handbook
 - FDOT Optional Pipe Materials Handbook
 - FDOT Storm Drain Handbook

- FDOT Stormwater Management Facility Handbook
- FDOT Temporary Drainage Handbook
- FDOT Drainage Connection Permit Handbook
- FDOT Bridge Scour Manual
- Survey and Mapping
 - All applicable Florida Statutes and Administrative Codes
 - Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
 - FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
 - FDOT Right of Way Mapping Handbook
 - FDOT Surveying Procedure Topic 550-030-101
 - Florida Department of Transportation Right of Way Procedures Manual
 - Florida Department of Transportation Surveying Handbook
 - Right of Way Mapping Procedure 550-030-015
- Traffic Engineering and Operations and ITS
 - AASHTO - An Information Guide for Highway Lighting
 - AASHTO - Guide for Development of Bicycle Facilities
 - FHWA Standard Highway Signs Manual
 - FDOT Manual on Uniform Traffic Studies (MUTS)
 - FDOT Median Handbook
 - FDOT Traffic Engineering Manual
 - National Electric Safety Code
 - National Electrical Code
- Structures
 - AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
 - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
 - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.
 - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
 - AASHTO Guide Specifications for Structural Design of Sound Barriers
 - AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
 - FDOT Bridge Load Rating Manual
 - FDOT Structures Manual
 - FDOT Structures Design Bulletins (available on FDOT Structures web site only)
 -
- Geotechnical
 - FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
 - Manual of Florida Sampling and Testing Methods
 - Soils and Foundation Handbook

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4 (Roadway Analysis) through 35 (Geotechnical). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, the CONSULTANT shall produce a conceptual estimate, according to historical costs, project experience, and FDOT Basis of Estimates. A Summary of Pay Items sheet shall be prepared with all required Phase II, III, and IV Plans submittals. Construction cost estimate shall be updated for every submittal and finalized during the pre-bid phase.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted at the time of the Phase III plans review submission to the DEPARTMENT's Project Manager. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions shall adhere to the FDOT's Handbook for Preparation of Specification Packages. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with DEPARTMENT and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the DEPARTMENT's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

Quality Assurance/Quality Control: It is the intention of the DEPARTMENT that design CONSULTANTS, including their subconsultant(s), are held responsible for their work,

3 PROJECT COMMON AND PROJECT GENERAL TASKS

including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed with the DEPARTMENT concept, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the DEPARTMENT.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the DEPARTMENT's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services. Errors and omissions shall be subject to additional review by DEPARTMENT staff for any instances where damages may be pursued. In case of findings of actionable errors leading to damages, Errors and Omissions proceedings shall be initiated by Department staff.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

3.1 Public Involvement

Identify affected property owners, businesses, public facilities, homeowner associations and other interested or affected stakeholders within ¼ miles outside of project area.

- *For affected businesses and schools: Identify day and hours of construction operations and peak traffic periods; number of dedicated parking places, number of customers; number of students, delivery schedules; and contact person information*
- *Identify number of days project will directly and indirectly disrupt businesses/schools access or parking*

3.1.1 Community Awareness Plan

Prepare a Community Awareness Plan (CAP)/Public Involvement Plan (PIP) for review and approval by the DEPARTMENT prior to 60% submittal. PIP shall meet requirements established under Miami-Dade County Resolution No. R-132-10 adopted, February 2, 2010. This item shall be reviewed and updated periodically as directed by the DEPARTMENT

3 PROJECT COMMON AND PROJECT GENERAL TASKS

throughout the life of the project.

3.1.2 Notifications

In addition to public involvement data collection, the CONSULTANT shall assist the DEPARTMENT or prepare notifications, flyers, and/or letters to elected officials and other public officials, private property owners, and tenants at intervals during plans production as identified by the DEPARTMENT. A notification letter is expected to be sent to the Public, Public Officials, and affected agencies prior to construction.

Specialty mailings may be done during Construction if warranted.

3.1.3 Preparing Mailing Lists

At the beginning of the project, The CONSULTANT shall identify all impacted property owners and tenants (within a minimum of 300 feet of the project corridor) The CONSULTANT shall prepare a mailing list of all such entities and shall update the mailing list as needed during the life of the project.

3.1.5 Driveway Modification & Access Impact Letters

The CONSULTANT shall prepare a letter to be sent to property owners impacted along the corridor. Letter shall have a location map and may be translated to Spanish and Creole.

3.1.6 Newsletters

The CONSULTANT shall prepare newsletters for distribution to elected officials, public officials, property owners along the corridor and other interested parties. The letters will be sent by the CONSULTANT.

3.1.7 Renderings

The CONSULTANT shall prepare renderings for use in public meetings.

3.1.8 PowerPoint Presentations

The CONSULTANT shall prepare PowerPoint presentations for use in public meetings.

3.1.9 Public Meeting Preparations

The CONSULTANT shall prepare the necessary materials for use in public meetings.

*The CONSULTANT will investigate potential meeting sites to advise the DEPARTMENT on their suitability. The **DEPARTMENT** will pay all costs for meeting site rents and insurance. It is expected that one pre-construction public information meeting will be held following the end of design activities.*

3.1.10 Public Meeting Attendance and Follow-up

The CONSULTANT shall attend public meeting(s), assist with meeting setup and take down.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

The CONSULTANT shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments.

The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the DEPARTMENT'S Project Manager.

*It is estimated for this project there will be **1** Public meeting during the design.*

3.1.11 Other Agency Meetings

*In addition to scheduled public meetings the CONSULTANT may be required to participate in meetings with local governing authorities and/or Metropolitan Planning Organization (MPO). The CONSULTANT's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there may be up to **2** meetings with local governing authorities and/or MPOs during the design.*

3.2 Joint Project Agreements

When the Joint Project Agreement (JPA) deliverable is not prepared by the CONSULTANT, services may include all coordination, meetings, etc., required to ensure compatibility, include JPA documents in the contract plans package and include the JPA documents in the digital delivery package.

3.3 Specifications Package Preparation

The CONSULTANT shall prepare and provide a specifications package in accordance with the DEPARTMENT'S Procedure Topic No. 630-010-005 Specifications Package Preparation and the Specifications Handbook. The CONSULTANT shall provide the DEPARTMENT names of at least two team members who have successfully completed the Specifications Package Preparation Training and will be responsible for preparing the Specifications Package for the project. The Specifications Package shall be prepared using the DEPARTMENT's Specs on the Web application. The CONSULTANT shall be able to document that the procedure defined in the Handbook for the Preparation of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions.

3.4 Contract Maintenance

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates.

3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

3.7 Plans Update

The effort needed for Plans Update services will vary from project to project, depending on size and complexity of the project, as well as the duration of time spent "on the shelf".

Specific services will be negotiated as necessary as a contract amendment.

3.8 Post Design Services

Post Design Services may include, but not limited to:

- *Attend pre-construction meeting*
- *Construction assistance and/or field meetings and inspections as needed*
- *Plans revisions*
- *Shop drawing review*
- *Revise permit plans as needed.*
- *Survey services*
- *As-built drawings review*
- *Load ratings.*
- *Specific services will be negotiated at a later date as necessary as a contract amendment.*

Post Design Services are not intended for instances of CONSULTANT errors and/or omissions. Provide separate sheet with proposal for Post Design services hours. Errors and omissions shall be subject to additional review by DEPARTMENT staff for any instances where damages may be pursued.

3.9 Digital Delivery

The CONSULTANT shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the DEPARTMENT on acceptable electronic media, as determined by the DEPARTMENT.

3.10 Risk Assessment Workshop

This project will be subject to Risk Assessment (RA) and Management for the purpose of the identifying, quantifying and managing the potential cost and schedule risks of the project. The RA for this project will be managed by the Department Project Manager and supported by a multi-disciplined team (RA Team) of DEPARTMENT and CONSULTANT personnel and subject-matter experts (SMEs). The Department Project Manager will be the lead for the RA Team.

There will be a Risk Assessment (RA) Workshop and workshop related meetings during the design. The Workshop will generally occur before completion of Phase I design plans, but

may occur at any time during the development of a project as determined by the Department Project Manager. The Department Project Manager will develop a Risk Register following the Workshop, and utilize the Risk Register throughout the life of the project to mitigate and manage the risks.

The CONSULTANT (and key subconsultant(s) if applicable), and other key members of the design team will attend and participate in the Risk Assessment Workshop for this project. This will involve a Risk Preparatory Session (half-day to 1 day plus information assessment), a Risk Assessment Workshop (1 to 3 days), and Risk Follow-Up Meeting (half-day to 1 day).

The CONSULTANT and other key members of the design team will attend and participate in associated follow-up RA meetings (approximately one meeting every three to six months as deemed necessary) with the Department Project Manager (and RA team if applicable) to discuss the risks, mitigation strategies and any updates to the Risk Register. This includes written communications and phone inquiries. The CONSULTANT will coordinate with subconsultants who need to attend the Workshop and associated meetings.

CONSULTANT shall provide the RA Team meeting materials that are deemed necessary by the Department Project Manager to conduct the Workshop and associated meetings. The meeting materials include the following:

- One copy of all environmental documents
- One copy of the Preliminary Engineering Report
- One copy of all plan drawings (three copies if a workshop is applicable)
- Drainage alternatives information
- One copy of Bridge Development Reports
- One copy of Pavement Type Selection Report
- One copy of Pavement Design Package
- One copy of other miscellaneous reports
- Project Schedule
- Project Cost Estimate

Project Cost Estimate shall include a tabulation of estimated construction costs for the proposed design, and a breakdown of costs for each major element of the design, such as Right of Way, Design, CEI, Utilities, JPA/LAP funds, etc.

The CONSULTANT shall allow ample time for the appropriate knowledgeable members of their staff to prepare and provide current design documentation and data. All reports provided by the CONSULTANT will be returned after the RA Workshop has been completed; however, copies of plans and drawings may be kept by the RA team. The CONSULTANT will be responsible for providing follow-up actions as necessary.

4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.1 Typical Section Package

The CONSULTANT shall provide an approved Typical Section Package prior to the first plans submittal. The CONSULTANT shall review the existing roadway section and coordinate with the DEPARTMENT Traffic Engineering Division to recommend a typical section that is appropriate for pedestrian and bicycle access in conformance with applicable DEPARTMENT criteria.

4.3 Pavement Design Package

The CONSULTANT shall provide an approved Pavement Design Package prior to the Phase II plans submittal date. Where applicable.

4.5 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, Safe Mobility For Life Program, access management, and scope of work.

4.9 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files to produce roadway contract plans.

4.10 Traffic Control Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the DEPARTMENT. Before proceeding with the Traffic Control Plan, the CONSULTANT shall coordinate with the appropriate DEPARTMENT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the DEPARTMENT's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the DEPARTMENT. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities.

4.11 Master TTCP Design Files

The CONSULTANT shall develop master TTCP files showing each phase of the TTCP. This includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

4.12 Selective Clearing and Grubbing

4.13 Tree Disposition Plans

Consultant will prepare a Tree Disposition Plan outlining the requirements for the removal, relocation, and remaining trees located within the project boundaries. Will utilize the information collected from the Vegetation Survey and information collected under task 4.12 for Selective Clearing and Grubbing.

4.14 Design Variations and Exceptions

If available, the DEPARTMENT shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain DEPARTMENT approval of all appropriate Design Variations and/or Design Exceptions before the first submittal.

4.15 Design Report

The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope. Reports are to be delivered as a signed and sealed pdf file.

4.16 Quantities

The CONSULTANT shall develop accurate quantities and the supporting documentation, including construction days when required.

4.17 Cost Estimate

The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, the CONSULTANT shall produce a conceptual estimate, according

to historical costs, project experience, and FDOT Basis of Estimates. A Summary of Pay Items sheet shall be prepared with all required Phase II, III, and IV Plans submittals. Construction cost estimate shall be updated for every submittal and finalized for the 100% submittal.

4.19 Other Roadway Analyses

4.20 Field Reviews

4.21 Monitor Existing Structures

The CONSULTANT shall perform field observations to visually identify existing structures within the project limits which may require settlement, vibration or groundwater monitoring by the contractor during construction in accordance with FDM Chapter 307. The CONSULTANT shall identify the necessary pay items to be included in the bid documents to monitor existing structures.

Optional Services (may be negotiated at a later date if needed): The CONSULTANT shall coordinate with and assist the geotechnical engineer and/or structural engineer to develop mitigation strategies (when applicable).

4.22 Technical Meetings

4.23 Quality Assurance/Quality Control

4.25 Supervision

4.26 Coordination

5 ROADWAY PLANS

The CONSULTANT shall prepare Roadway, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- 5.1 Key Sheet**
- 5.2 Summary of Pay Items**
- 5.3 Typical Section Sheets**
- 5.4 General Notes/Pay Item Notes**
- 5.5 Summary of Quantities Sheets**
- 5.6 Project Layout**
- 5.7 Plan/Profile Sheet**
- 5.8 Profile Sheet**
- 5.9 Plan Sheet**
- 5.10 Special Profile**
- 5.11 Back-of-Sidewalk Profile Sheet**
- 5.12 Interchange Layout Sheet**
- 5.13 Ramp Terminal Details (Plan View)**
- 5.14 Intersection Layout Details**
- 5.15 Special Details**
- 5.16 Cross-Section Pattern Sheet(s)**
- 5.17 Roadway Soil Survey Sheet(s)**
- 5.18 Cross Sections**
- 5.19 Temporary Traffic Control Plan Sheets**
- 5.20 Temporary Traffic Control Cross Section Sheets**
- 5.21 Temporary Traffic Control Detail Sheets**
- 5.22 Utility Adjustment Sheets**

- 5.23 Selective Clearing and Grubbing Sheet(s)**
- 5.24 Tree Disposition Plan Sheet(s)**
- 5.25 Project Network Control Sheet(s)**
- 5.27 Utility Verification Sheet(s) (SUE Data)**
- 5.28 Quality Assurance/Quality Control**
- 5.29 Supervision**

6a DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the DEPARTMENT's Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the DEPARTMENT's staff. All activities and submittals should be coordinated through the DEPARTMENT's Project Manager. The work will include the engineering analyses for any or all of the following:

6a.1 Drainage Map Hydrology

Create a (pre- and/or post-condition) working drainage basin map to be used in defining the system hydrology. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Include coordination hours needed to convey drainage hydrologic features onto produced drainage maps.

6a.2 Base Clearance Report

Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in a Base Clearance Report.

6a.8 Design of Floodplain Compensation

Determine floodplain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, volumes, etc.). Document the design following the requirements of the regulatory agency.

6a.9 Design of Storm Drains

Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.

6a.10 Optional Culvert Material

Determine acceptable options for pipe materials using the Culvert Service Life Estimator.

6a.11 French Drain Systems

Design French Drain Systems to provide stormwater treatment and attenuation. Identify location for percolation tests and review these, determine the size and length of French Drains, design the control structure/weir, and model the system of inlets, conveyances, French Drains, and other outfalls using a routing program.

6a.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

6a.14 Bridge Hydraulic Report

Calculate hydrology, hydraulics, deck drainage, scour, and appropriate counter measures. Prepare report and the information for the Bridge Hydraulics Recommendation Sheet.

6a.15 Temporary Drainage Analysis

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

6a.16 Cost Estimate

Prepare cost estimates for the drainage components, except bridges and earthwork for stormwater management and flood compensation sites.

6a.19 Existing Permit Analysis

Data gathering including desktop analysis of local, state and federal Drainage permits.

6a.20 Other Drainage Analysis

Includes all efforts for a drainage task not covered by an existing defined task.

6a.21 Field Reviews**6a.22 Technical Meetings**

Meetings with Department staff, and/or regulatory agencies.

6a.24 Quality Assurance/Quality Control**6a.26 Supervision****6a.27 Coordination**

6b DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

6b.1 Drainage Map (Including Interchanges)

6b.2 Bridge Hydraulics Recommendation Sheets

6b.3 Summary of Drainage Structures

6b.4 Optional Pipe/Culvert Material

6b.5 Drainage Structure Sheet(s) (Per Structure)

6b.6 Miscellaneous Drainage Detail Sheets

6b.11 Erosion Control Plan Sheet(s)

6b.12 SWPPP Sheet(s)

6b.13 Quality Assurance/Quality Control

6b.14 Supervision

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the DEPARTMENT's construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

7.1 Utility Kickoff Meeting

Before any contact with the UAO(s), the CONSULTANT shall meet with DEPARTMENT Utility Coordinator to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with DEPARTMENT procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

7.2 Identify Existing Utility Agency Owner(s)

The Consultant shall identify all utilities within and adjacent to the project limits that may be impacted by the project.

7.3 Make Utility Contacts

First Contact: The CONSULTANT shall send letters and two sets of plans to each utility, one set for the utility office, and one set to the DEPARTMENT Offices as required by the District. Includes contact by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send UAO requests for reimbursement to FDOT for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans and the utility conflict information (when applicable and in the format requested by the DEPARTMENT) to each UAO having facilities located within the project limits, and one set to the DEPARTMENT Offices as required by the District.

Third Contact: Identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the DEPARTMENT) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule.

Not all projects will have all contacts as described above.

7.5 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all UAO(s) having facilities located within the project limits for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable property rights

from the FDOT Legal Office, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

7.6 Individual/Field Meetings

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 Collect and Review Plans and Data from UAO(s)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the DUO.

7.8 Subordination of Easements Coordination

The CONSULTANT, if requested by the DEPARTMENT, shall transmit to and secure from the UAO the executed subordination agreements prepared by the appropriate DEPARTMENT office. The CONSULTANT shall coordinate with the DUO the programming of the necessary work program funds to compensate the UAO.

7.9 Utility Design Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from FDOT Legal Office, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 4.9 (Cross Section Design Files) for utility conflict location identification and adjustments.

7.10 Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and

schedules to the appropriate DEPARTMENT office(s) such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, municipalities, maintaining agency, and District Traffic Operations for review and comment if required by the District. Coordinate with the District for execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). The CONSULTANT shall coordinate with the DUO the programming of necessary Work Program funds.

7.11 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office. See Task 4.9 (Cross Section Design Files) for utility conflict identification and adjustments.

7.13 Additional Utility Services

The CONSULTANT shall provide additional utility services. Additional services will be determined when the services are required and requested. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified.

7.14 Processing Utility Work by Highway Contractor (UWHC)

This includes coordination of utility design effort between the DEPARTMENT and the UAO(s). The CONSULTANT shall conduct additional coordination meetings, prepare and process the agreements, review tabulation of quantities, perform UWHC constructability and bidability review, review pay items, cost estimates and Technical Special Provisions (TSP) or Modified Special Provision (MSP) prepared by the UAO. This does not include utility the utility design effort. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified. Effort for the EOR is not included in this task, see Roadway Analysis Task Group 4.

7.15 Contract Plans to UAO(s)

If requested by the District, the CONSULTANT shall transmit the contract plans as processed for letting to the UAO(s). Transmittals to UAO(s) may be by certified mail, return receipt requested.

7.16 Certification/Close-Out

The CONSULTANT shall certify to the appropriate DEPARTMENT representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

8 ENVIRONMENTAL PERMITS, Regulatory Permitting/Compliance, and ENVIRONMENTAL Clearances

The CONSULTANT shall notify the DEPARTMENT Project Manager, Environmental Permit Coordinator, and other appropriate DEPARTMENT personnel in advance of all scheduled meetings with the regulatory agencies to allow a DEPARTMENT representative to attend. The CONSULTANT shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings. The Consultant shall use current regulatory guidelines and policies for all permits required as identified in Section 2.4.

8.1 Preliminary Project Research

The CONSULTANT shall perform preliminary project research and shall be responsible for regulatory agency coordination to assure that design efforts are properly directed toward permit requirements. The research shall include but should not be limited to a review of the project's PD&E documents including the Environmental Document, Natural Resources Evaluation, and Cultural Resources Assessment Survey.

The CONSULTANT shall research any existing easements or other restrictions that may exist both within or adjacent to the proposed project boundary. Project research may include but should not be limited to review of available: federal, state, and local permit files and databases; and local government information including county and property appraiser data. The CONSULTANT shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Any applicable information will be shown on the plans as appropriate.

The CONSULTANT shall identify the environmental permits required and develop a permitting strategy for the proposed project. The CONSULTANT shall use a qualified environmental professional to document existing conditions. The CONSULTANT will prepare a letter report documenting the presence or absence of natural resources; which can then be attached to the environmental permit applications (if applicable).

8.2 Field Work

The CONSULTANT shall provide a qualified environmental professional to participate in up to 3 meetings (onsite or pre-application meetings) with the regulatory agencies (COE, SFWMD, RER, etc) to defend the position that no mitigation is required.

The CONSULTANT will conduct a benthic survey to inventory all corals in the area of potential impact. The survey will identify which corals are suitable for relocation prior to construction. A coral relocation plan will be developed and coordinated with the environmental permitting agencies during the permitting process. The final design benthic survey will also assess the suitability for relocation of the existing

barrel sponges in the area of potential impact. This scope does not include implementation of the coral relocation plan (i.e. relocation of corals or monitoring activities).

8.3 Agency Verification of Wetland Data

The CONSULTANT shall be responsible for verification of wetland and other surface water data identified in Section 8.2 and coordinating regulatory agency field reviews, including finalization of assessments and jurisdictional determinations with applicable agencies.

8.4 Complete and Submit All Required Permit Applications

The CONSULTANT shall collect all of the data and information necessary to prepare the permit applications and obtain the environmental permits required to construct the project as identified in the Project Description. The CONSULTANT shall prepare each permit application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. The permit application packages must be approved by the DEPARTMENT prior to submittal to regulatory agencies.

The CONSULTANT will submit all permit applications after the 60% submittal and be responsible for payment of all permit and public noticing fees. The CONSULTANT shall prepare a permit table with permitting schedule, all relevant permits listed, expected permit date and expiration dates.

The CONSULTANT will re-initiate consultation with USFWS and NMFS, as needed.

8.5 Coordinate and Review Dredge and Fill Sketches

The CONSULTANT shall review Dredge and Fill Detail sheets to ensure information on the sketch(es) meet the requirements of the regulatory agencies and are appropriate for environmental permit application submittal and acquisition. The CONSULTANT will also provide environmental data/information as needed to support the preparation of the Dredge and Fill sketches.

8.6 Prepare USCG Permit Application

8.9 Prepare Tree Permit Information

8.12 Other Environmental Permits

The CONSULTANT will be responsible for the preparation of the permit applications to

8 ENVIRONMENTAL PERMITS, COMPLIANCE AND ENVIRONMENTAL CLEARANCES

acquire the following permits: Miami Dade County DERM Class I Coastal Construction Permit, Class II Drainage Permit, and SFWMD Water Use Permit. Assumes the contractor will apply for the FDEP NPDES permit prior to the start of construction.

- 8.17 Technical Meetings
- 8.18 Quality Assurance/Quality Control
- 8.19 Supervision
- 8.20 Coordination

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions as defined in Section 2.19, Provisions for Work. Individual tasks identified in the following sections are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2. 20, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

The CONSULTANT shall provide Design Documentation to the DEPARTMENT with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media or, at the DEPARTMENT's request, on 8 1/2"x11" paper and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

9.1 Key Sheet and Index of Drawings

9.2 Project Layout

9.3 General Notes and Bid Item Notes

9.4 Miscellaneous Common Details

9.5 Incorporate Report of Core Borings

9.6 Standard Plans- Bridges

9.7 Existing Bridge Plans

9.8 Assemble Plan Summary Boxes and Quantities

9.9 Cost Estimate

The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, the CONSULTANT shall produce a conceptual estimate, according to historical costs, project experience, and FDOT Basis of Estimates. A Summary of Pay Items sheet shall be prepared with all required Phase II, III, and IV Plans submittals. Construction cost estimate shall be updated for every submittal and finalized for the 100% submittal.

9.10 Technical Special Provisions and Modified Special Provisions

9 STRUCTURES – SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS

- 9.11 Field Reviews**
- 9.12 Technical Meetings**
- 9.13 Quality Assurance/Quality Control**
- 9.15 Supervision**
- 9.16 Coordination**

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT

The Consultant shall prepare a Bridge Development Report (BDR). The BDR shall be submitted as part of the Phase I (30%) Submittal, General Requirements. Preparation of report should document results of site visit, discuss different pre-fabricated superstructure alternatives, present exhibits for the proposed design along with typical section. Additional BDR requirements for preparation can be found on the FDOT Design Manual.

Task 10 shall be performed for the ten (10) medium-span bridges to be replaced and the one (1) bascule bridge to be replaced.

General Requirements

10.1 Bridge Geometry

Superstructure Alternatives

10.3 Ship Impact Criteria

10.5 Medium-Span Concrete

Foundation and Substructure Alternatives

10.8 Pier/Bent

10.9 Shallow Foundations / GRS Abutments

10.10 Deep Foundations

Movable Span

10.11 Data Collection and Design Criteria

10.12 Movable Span Geometrics and Clearances

10.13 Deck System Evaluation

10.14 Framing Plan Development

10.15 Main Girder Preliminary Design

10.16 Conceptual Span Balance/Counterweight

10.17 Support System Development

10.18 Drive Power Calculations

10.19 Drive System Development

10 STRUCTURES – BRIDGE DEVELOPMENT REPORT

10.20 Power and Control Development**10.21 Conceptual Pier Design****10.22 Foundation Analysis (FL PIER)****10.23 Tender Visibility Study**

Other BDR Issues

10.24 Aesthetics**10.25 TTCP/Staged Construction Requirements****10.26 Constructability Requirements****10.28 Quantity and Cost Estimates**

Consultant shall create a conceptual cost estimate in accordance with historical costs, FDOT BDR specifications and cost estimation tool.

10.29 Quantity and Cost Estimates - Movable Span**10.30 Wall Type Justification**

Report Preparation

10.31 Exhibits**10.32 Exhibits - Movable Span****10.33 Report Preparation****10.34 Report Preparation - Movable Span****10.35 BDR Submittal Package**

Preliminary Plans

When ONLY 30% plans are final deliverable, use Task Nos. as shown for applicable bridge types for project Activities 12 thru 16. Staffhours to be negotiated and scaled appropriately.

11 STRUCTURES - TEMPORARY BRIDGE

The CONSULTANT shall prepare plans for Temporary Bridge(s) at the location(s) specified in Section 2.5. The CONSULTANT shall contact FDOT Office of Maintenance to determine the type and availability of temporary before deciding on the temporary bridge type to be used.

General Layout Design and Plans

11.1 Overall Bridge Final Geometry

11.2 General Plan and Elevation

11.3 Miscellaneous Details

End Bent Design and Plans

11.4 End Bent Structural Design

11.5 End Bent Details

Intermediate Bent Design and Plans

11.6 Intermediate Bent Structural Design

11.7 Intermediate Bent Details

Miscellaneous Substructure Design and Plans

11.8 Foundation Layout

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE

The CONSULTANT shall prepare plans for Short Span Concrete Bridge(s) at the location(s) specified in Section 2.5.

General Layout Design and Plans

12.1 Overall Bridge Final Geometry

12.2 Expansion/Contraction Analysis

12.3 General Plan and Elevation

12.4 Construction Staging

12.5 Approach Slab Plan and Details

12.6 Miscellaneous Details

End Bent Design and Plans

12.7 End Bent Geometry

12.8 End Bent Structural Design

12.9 End Bent Plan and Elevation

12.10 End Bent Details

Intermediate Bent Design and Plans

12.11 Bent Geometry

12.12 Bent Stability Analysis

12.13 Bent Structural Design

12.14 Bent Plan and Elevation

12.15 Bent Details

Miscellaneous Substructure Design and Plans

12.16 Foundation Layout

Superstructure Design and Plans

12.17 Finish Grade Elevation Calculation

12 STRUCTURES – SHORT SPAN CONCRETE BRIDGE

12.18 Finish Grade Elevations

Cast-In-Place Slab Bridges

12.19 Bridge Deck Design

12.20 Superstructure Plan

12.21 Superstructure Sections and Details

Prestressed Slab Unit Bridges

12.22 Prestressed Slab Unit Design

12.23 Prestressed Slab Unit Layout

12.24 Prestressed Slab Unit Details and Schedule

12.25 Deck Topping Reinforcing Layout

12.26 Superstructure Sections and Details

Reinforcing Bar Lists

12.27 Preparation of Reinforcing Bar List

Load Rating

12.28 Load Rating

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE

The CONSULTANT shall prepare plans for the ten (10) Medium Span Concrete Bridge(s) at the location(s) specified in Section 2.5. Bridges to be replaced: 874460, 874461, 874463, 874466, 874471, 874473, 874477, 874481.

General Layout Design and Plans

13.1 Overall Bridge Final Geometry

13.2 Expansion/Contraction Analysis

13.3 General Plan and Elevation

13.4 Construction Staging

13.5 Approach Slab Plan and Details

13.6 Miscellaneous Details

End Bent Design and Plans

13.7 End Bent Geometry

13.8 Wingwall Design and Geometry

13.9 End Bent Structural Design

13.10 End Bent Plan and Elevation

13.11 End Bent Details

Intermediate Bent Design and Plans

13.12 Bent Geometry

13.13 Bent Stability Analysis

13.14 Bent Structural Design

13.15 Bent Plan and Elevation

13.16 Bent Details

Pier Design and Plans

13.17 Pier Geometry

13 STRUCTURES – MEDIUM SPAN CONCRETE BRIDGE

13.18 Pier Stability Analysis

13.19 Pier Structural Design

13.20 Pier Plan and Elevation

13.21 Pier Details

Miscellaneous Substructure Design and Plans

13.22 Foundation Layout

Superstructure Deck Design and Plans

13.23 Finish Grade Elevation (FGE) Calculation

13.24 Finish Grade Elevations

13.25 Bridge Deck Design

13.26 Bridge Deck Reinforcing and Concrete Quantities

13.27 Diaphragm Design

13.28 Superstructure Plan

13.29 Superstructure Section

13.30 Miscellaneous Superstructure Details

Reinforcing Bar Lists

13.31 Preparation of Reinforcing Bar List

Continuous Concrete Girder Design

13.32 Section Properties

13.33 Material Properties

13.34 Construction Sequence

13.35 Tendon Layouts

13.36 Live Load Analysis

13.37 Temperature Gradient

13.38 Time Dependent Analysis

13.39 Stress Summary

13.40 Ultimate Moments

13.41 Ultimate Shear

13.42 Construction Loading

13.43 Framing Plan

13.44 Girder Elevation, including Grouting Plan and Vent Locations

13.45 Girder Details

13.46 Erection Sequence

13.47 Splice Details

13.48 Girder Deflections and Camber

Simple Span Concrete Design

13.49 Prestressed Beam

13.50 Prestressed Beam Schedules

13.51 Framing Plan

Beam Stability

13.52 Beam/Girder Stability

Bearing

13.53 Bearing Pad and Bearing Plate Design

13.54 Bearing Pad and Bearing Plate Details

Load Rating

13.55 Load Ratings

16 STRUCTURES - MOVABLE SPAN

The CONSULTANT shall prepare plans for Movable Span Bridge(s) at the location(s) specified in Section 2.5.

Final Design Bascule Pier

16.1 Pier Deck**16.2 Leaf/Pier Clearance Diagrams****16.3 Load Shoe Columns****16.4 Trunnion Columns****16.5 Foundations****16.6 Footing****16.7 Seal****16.8 Back Wall (Approach Span Bearings) Closed Piers only****16.9 Bascule Pier Deck Elevations**

Bascule Pier Dimensions - Detailing

16.10 Pier Plan Views**16.11 Pier Elevations Views****16.12 Pier Sections**

Bascule Pier Reinforcing Details

16.13 Pier Reinforcing

Bascule Pier Miscellaneous Details

16.14 Pier Barrier Details**16.15 Stair Details****16.16 Handrail Details****16.17 Ladder and Hatch Details****16.18 Pier Equipment**

16.19 Bascule Pier Notes and Summary of Quantities

16.20 Miscellaneous Details

Bascule Leaf Design

16.21 Deck Design

16.22 Sidewalk Design

16.24 Typical Floorbeam Design

16.25 End Floorbeam Design

16.26 Deep Floorbeam Design

16.29 Main Girder Influence Lines

16.30 Main Girder Design

16.33 Leaf Lateral Bracing Design

16.34 Counterweight Design

16.35 Live Load Shoe Design

16.36 Barrier Design

16.38 Balance Calculations

Bascule Leaf Detailing

16.39 Bascule GP&E

16.40 Bascule Leaf Notes

16.41 Framing Plan

16.42 Flooring Plan and Details

16.43 Typical Section and Finish Grade Elevations

16.44 Girder Elevation

16.45 Girder Details

16.46 Camber Layout

16.47 Floor Beams

16.48 Counterweight Girder/Box

16.51 Lateral Bracing Details

16.53 Joint Details

16.54 Traffic Barrier Details

16.58 Counterweight Details

Mechanical Design

16.60 Final Power Requirements

16.61 Trunnion Assembly

16.62 Span Locks

16.63 Sump Pumps

Mechanical Drive Design

16.64 Drive Shafts, Couplings, Keys, Bearings and Supports

16.65 Rack and Pinion, Bearings and Supports

16.66 Drive Train

16.67 Motor Brakes and Machinery Brakes

Hydraulic Drive Design

16.68 Hydraulic Drive

Machinery Detailing

16.69 Machinery Layout

16.70 Machinery Elevation

16.71 Machinery Section

16.72 Trunnion Assembly

16.73 Drive Details

16.74 Span Locks

Electrical Design

16.75 Load Analysis**16.76 Power Distribution****16.77 Drive Equipment****16.78 Bridge Controls****16.79 Grounding****16.80 Lightning and Surge Suppression****16.81 Pier Lighting**

Electrical Detailing

16.82 Electrical Plan and Elevation**16.83 Electrical Symbols and Abbreviations****16.84 Single/Three Line Diagram****16.85 Panel Board and Light Fixture Schedules****16.86 Wire and Conduit Schedules and Diagrams****16.87 Control Desk/Panel Layout****16.88 Control Schematics****16.89 PLC Logic****16.90 Communication System****16.91 Navigation Lighting Details****16.92 Pedestrian Gate, Traffic Gate, and Barrier Details****16.93 Submarine Cable****16.94 Miscellaneous Details**

Control House

16.95 Architectural Design**16.96 Architectural Details**

16.97 Structural Design

16.98 Structural Details

16.99 HVAC/Plumbing Design

16.100 HVAC/Plumbing/Electrical Cables

Reinforcing Bar Lists

16.101 Preparation of Reinforcing Bar List

Load Rating

16.102 Load Rating

17 STRUCTURES - RETAINING WALLS

The CONSULTANT shall prepare plans for Retaining Wall(s) as specified in Section 2.5. Retaining walls shall be designed for the replacement Bascule bridge as well as the ten (10) fixed bridges as listed in Section 2.5.

General Requirements

17.1 Key Sheet

17.2 Horizontal Wall Geometry

Permanent Proprietary Walls

17.3 Vertical Wall Geometry

17.4 Semi-Standard Drawings

17.5 Wall Plan and Elevations (Control Drawings)

17.6 Details

Temporary Proprietary Walls

17.7 Vertical Wall Geometry

17.8 Semi-Standard Drawings

17.9 Wall Plan and Elevations (Control Drawings)

17.10 Details

Other Retaining Walls and Bulkheads

17.20 Wall Plan and Elevations

18 STRUCTURES - MISCELLANEOUS

The CONSULTANT shall prepare plans for Miscellaneous Structure(s) as specified in Section 2.5.

Mast Arms

18.9 Mast Arms**18.11 Mast Arms Data Table Plan Sheets****18.11 Mast Arms Special Details Plan Sheets**

Overhead/Cantilever Sign Structure

18.13 Overhead Span Sign Structures**18.16 Bridge Mounted Signs (Attached to Superstructure)****18.18 Overhead/Cantilever Sign Structures Special Details Plan Sheets**

Special Structures

18.28 Fender System**18.29 Fender System Access**

19 SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.3 Reference and Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.7 Quantities**19.8 Cost Estimate****19.12 Technical Meetings****19.13 Quality Assurance/Quality Control****19.15 Supervision****19.16 Coordination**

20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

20.1 Key Sheet

20.2 Summary of Pay Items Including Quantity Input

20.3 Tabulation of Quantities

20.4 General Notes/Pay Item Notes

20.5 Project Layout

20.6 Plan Sheet

20.7 Typical Details

20.12 Special Details

20.14 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

20.15 Supervision

23 LIGHTING ANALYSIS

The CONSULTANT shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. This item is scoped, but will be pending coordination with DTPW and/or local stakeholder as to inclusion.

23.2 Lighting Design Analysis Report

The CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report. The report shall be submitted under a separate cover with the Phase II plans submittal.

The report shall include the Lighting Design Criteria that will be used.

The Lighting Design Analysis Report shall include Voltage drop calculations, and Load analysis calculations for each branch circuit

23.3 Voltage Drop Calculations

The CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the District.

The Voltage Drop Calculations shall be submitted as part of the Lighting Design Analysis Report.

23.4 FDEP Coordination and Report

23.5 Reference and Master Design Files

The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements and all associated reference files.

23.7 Design Documentation

The CONSULTANT shall submit a Design Documentation with each plans submittal under a separate cover and not part of the roadway documentation book. At a minimum, the design documentation shall include:

- Phase submittal checklist.
- Structural calculations for special conventional pole concrete foundations.
- Correspondence with the power company concerning new electrical service.

23.8 Quantities

23.9 Cost Estimate

23 LIGHTING ANALYSIS

23.10 Technical Special Provisions and Modified Special Provisions

23.11 Other Lighting Analysis

23.12 Field Reviews

23.13 Technical Meetings

23.14 Quality Assurance/Quality Control

23.16 Supervision

23.17 Coordination

24 LIGHTING PLANS

The CONSULTANT shall prepare a set of Lighting Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

24.1 Key Sheet**24.2 Summary of Pay Item Sheet Including Designer Interface Quantity Input****24.3 Tabulation of Quantities****24.4 General Notes/Pay Item Notes****24.5 Pole Data, Legend & Criteria****24.6 Service Point Details****24.8 Plan Sheet****24.9 Special Details****24.13 Quality Assurance/Quality Control**

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

24.14 Supervision

27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda. The CONSULTANT shall consult with the Department Right of Way and Survey divisions for approval of field survey findings.

The limits of this project shall be along Old Cutler Road/Trail approximately 250 feet north and south of the existing roadway bridge (no. 874293).

27.1 Horizontal Project Control (HPC)

Establish or recover HPC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the District Surveyor (DS) or District Location Surveyor (DLS); may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.2 Vertical Project Control (VPC)

Establish or recover VPC, for the purpose of establishing vertical control on datum approved by the District Surveyor (DS) or the District Location Surveyor (DLS).; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.14 Channel Survey

Locate all topographic features and improvements for the limits of the project by collecting the required data. Includes field edits, analysis and processing of all field collected data, maps, and/or reports. Provide cross-sections of canal. Cross-sections shall extend from top of bank to top of bank.

27.29 Supplemental Surveys

27.30 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

27.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

27.32 Technical Meetings

Coordinate with the Departments Survey department for approval of survey DTM and Right of way limits.

27.33 Quality Assurance/Quality Control (QA/QC)

27 SURVEY

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the District Surveying Office.

27.35 Coordination

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the Department.

29 MAPPING

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable DEPARTMENT Manuals, Procedures, Handbooks, District specific requirements, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to DEPARTMENT size and format requirements utilizing DEPARTMENT approved software, and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the DEPARTMENT for review at stages of completion as negotiated.

Master CADD File

29.2 Section and 1/4 Section Lines

29.20 Project Control Sheet

This sheet depicts the baseline, the benchmarks, the primary and secondary control points and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles. This sheet(s) may be included with the

29.33 Quality Assurance/Quality Control

29.34 Supervision

29.35 Coordination

31 ARCHITECTURE DEVELOPMENT

PHASE I - 30% DESIGN DEVELOPMENT

After receipt of written authorization to proceed from the DEPARTMENT and based on the approvals and any authorized adjustments to the Project Scope, Project Schedule or Budget, the Design Professional shall prepare, submit and present for approval by the DEPARTMENT, Phase I (30%) documents, comprised of, but not limited, to the following:

Documents

- Architectural and Civil site plan(s) showing, in addition to site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water-supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.
- A statement on the site plan signed and dated by the Design Professional or his designated subconsultant, including identifying the number of existing trees, the number and size of required trees, and the number of proposed trees to be planted, and other relevant features.
- Soil testing results including a copy of the Geotechnical Engineer's report on the site, and proposed method of treatment when unusual soil conditions or special foundation problems are indicated.
- Review of anticipated LEED points and certification level; adjust attempted points as needed to meet target certification level.

PLACEHOLDER FOR MORE INFORMATION

35 GEOTECHNICAL

The CONSULTANT shall be responsible for a complete geotechnical investigation.

35.1 Document Collection and Review

CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway

The CONSULTANT shall be responsible for coordination of all geotechnical related field work activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer.

All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

35.27 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with DEPARTMENT Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the DEPARTMENT for approval prior to commencing with the boring program.

35.28 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

35.29 Coordinate and Develop MOT Plans for Field Investigation

Coordinate and develop MOT plan. All work zone traffic control will be performed in accordance with the DEPARTMENT's Roadway and Traffic Standard Plans Index 102 series.

35.30 Drilling Access Permits

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

35.31 Property Clearances

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the DEPARTMENT's Project Manager.

35.32 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications.

35.33 Coordination of Field Work**35.34 Soil and Rock Classification - Structures**

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

35.35 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

35.36 Estimate Design Groundwater Level for Structures

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

35.37 Selection of Foundation Alternatives (BDR)

Evaluation and selection of foundation alternative, including the following:

- GRS-IBS
- Spread footings
- Prestressed concrete piling - various sizes
- Steel H- piles
- Steel pipe piles
- Drilled shafts
- Foundation analyses shall be performed using approved DEPARTMENT methods. Assist in selection of the most economical, feasible foundation alternative.

35.38 Detailed Analysis of Selected Foundation Alternate(s)

Detailed analysis and basis for the selected foundation alternative. Foundation analyses shall be performed using approved DEPARTMENT methods and shall include:

- GRS-IBS (including the parameters identified in the Instructions for Developmental Design Standard D6025 to be provided by the Geotechnical Engineer)
- Spread footings (including soil bearing capacity, minimum footing width, and minimum embedment depth).
- For pile and drilled shaft foundations, provide graphs of ultimate axial soil resistance versus tip elevations. Calculate scour resistance and/or downdrag (negative skin friction), if applicable.

- CONSULTANT shall assist the Engineer of Record in preparing the Pile Data Table (including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.)
- Provide the design soil profile(s), which include the soil model/type of each layer and all soil-engineering properties required for the Engineer of Record to run the FBPIER computer program. Review lateral analysis of selected foundation for geotechnical compatibility.
- Estimated maximum driving resistance anticipated for pile foundations.
- Provide settlement analysis.

35.39 Bridge Construction and Testing Recommendations

Provide construction and testing recommendations including potential constructability problems.

35.40 Lateral Load Analysis (Optional)

Perform lateral load analyses as directed by the DEPARTMENT.

35.45 Preliminary Report - BDR

The preliminary structures report shall contain the following discussions as appropriate for the assigned project:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the DEPARTMENT's Standard specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

35.46 Final Report - Bridge and Associated Walls

The final structures report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.

- Any special provisions required for construction that are not addressed in the DEPARTMENT's Standard specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

35.48 SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the DEPARTMENT.

35.49 Other Geotechnical

Other geotechnical effort specifically required for the project as determined by the Department, and included in the geotechnical upset limit.

35.50 Technical Special Provisions and Modified Special Provisions**35.51 Field Reviews**

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

35.52 Technical Meetings**35.53 Quality Assurance/Quality Control****35.54 Supervision****35.55 Coordination**

37 PROJECT REQUIREMENTS

37.2 Key Personnel

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.

37.3 Progress Reporting

The CONSULTANT shall meet with the DEPARTMENT as required and shall provide a written progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the DEPARTMENT approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

37.5 Professional Endorsement

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by DEPARTMENT standards.

37.7 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

37.8 Optional Services

At the DEPARTMENT's option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by Letter of Authorization or supplemental amendment in accordance with paragraph 2.00 of the Standard Consultant Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final Bridge Load Rating, update (Category II) bridge plans electronically (CADD) for the Final "As-Built" conditions, based on documents provided by the DEPARTMENT (CADD Services Only) or other Services as required.

38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the DEPARTMENT, in a format prescribed by the DEPARTMENT. The DEPARTMENT Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the DEPARTMENT.

EXHIBIT “B”
METHOD OF COMPENSATION
CONTRACT NO. C9620 / AMENDMENT NO. 13

Replace Section 2.0, COMPENSATION in its entirety with the section below:

SECTION 2.0 COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation as stipulated by the following:

2.1 Professional Services Fee

1. Design Phase: \$8,367,300.74 (Lump Sum)
2. Post Design Phase: \$1,324,689.70 (Limiting Amount)

Total Compensation (Design Phase + Post Design Phase): \$9,691,990.44

The total compensation is exclusive of the Allowance Account. Revision to the fees are permissible, subject to the approval of the COR or designee as long as the contract ceiling is not exceeded.

2.2 – Contingency Allowance

This project is a Professional Services Agreement; therefore, an estimated Allowance Account of \$969,199.04 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the Department of Transportation and Public Works for unforeseen conditions necessitating additional Engineering services, resulting in additions to the basic fee. It is understood that any unspent portion of the allowance account is to remain with the COUNTY.

2.3 – Total Project Cost

The total Project Cost set forth in Section 2.0 and Section 3.0 above, under the terms of this Agreement, shall be \$10,661,189.48.

2.4 - Details of Compensation

Design Phase (Lump Sum)

The Consultant will receive progress payments for services based on the percentage of services that has been completed and accepted by the Department during the billing period.

Post Design Phase (Limiting Amount)

For the following elements which are established as reimbursables, the Department will compensate the Consultant, subject to the total established limiting amount, for all reasonable, allocable and allowable costs incurred in the categories defined below. The reasonableness, allocability and allowability of compensation sought under this agreement is expressly made subject to the terms of this Agreement; Federal Acquisition Regulations; Office of Management and Budget Circulars A-21, A-87, A-102, A-110; and any pertinent Federal and State Law.

Salary Related Costs (Limiting Amounts) - Subject to the established limiting amount, the Consultant will receive progress payments for direct salaries and wages for time/work effort expended by personnel in the performance of authorized work during the billing period, at the contract rates established in Table 5 of Section 5.0. All overtime must be authorized in advance in writing by the Department.

Overhead and Fringe Benefit Rates - Administrative overhead and fringe benefit costs will be applied to approved salary and wage costs (exclusive of premium overtime) at the combined overhead rates provided in Table 5 of Section 5.0.

Facilities Capital Cost of Money - The Consultant will receive compensation for allowable Facilities Capital Cost of Money (FCCM) in association with salaries. FCCM will be calculated as a percentage of chargeable direct salary and wages exclusive of premium overtime, at the rates provided in Table 5 of Section 5.0.

The Consultant will be compensated for direct expenses in association with salaries. Direct Expenses will be calculated as a percentage of chargeable direct salaries and wages exclusive of premium overtime, at the rates provided in Table 5 of Section 5.0.

Loaded Rates (Limiting Amount) - Subject to the established limiting amount, the Consultant will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment for such services will be based on approved time incurred during the billing period.

SECTION 5.0 COMPENSATION RATES

The following tables are provided for definition of contractual rates.

- Table 5 – Unloaded Salary Rates
- Table 6 – Loaded Billing Rates

TABLE 5 UNLOADED HOURLY					
A. Multiplier for Rates					
Consultant	Overhead	FCCM	Direct Expense	Operating Margin	CDAF
EAC Consulting, Inc.	161.63%	0.727%	3.21%	40.000%	5.500%
Hardesty & Hanover, LLC.	152.34%	0.708%	3.78%	35.000%	5.500%
Geosol, Inc.	158.74%	0.536%	5.56%	28.000%	5.500%
Stantec	166.18%	0.630%	16.31%	32.00%	5.500%
HBC Engineering Company	181.54%	0.153%	3.64%	28.500%	5.500%
Manual G. Vera & Associates, Inc.	132.67%	0.177%	28.25%	34.000%	5.500%

TABLE 5 - UNLOADED HOURLY (Cont'd)		
B. Contract Rates		
Consultant	Job Class/ Name	Execution thru End of Services Rate
EAC Consulting, Inc.	Chief Engineer 2	\$ 109.00
EAC Consulting, Inc.	Chief Engineer 1	\$ 78.25
EAC Consulting, Inc.	Engineer	\$ 42.87
EAC Consulting, Inc.	Project Engineer	\$ 56.63
EAC Consulting, Inc.	Project Manager	\$ 85.29
EAC Consulting, Inc.	Senior Engineer	\$ 77.33
EAC Consulting, Inc.	Senior Project Engineer	\$ 65.00
EAC Consulting, Inc.	Designer	\$ 37.00
EAC Consulting, Inc.	Engineer Intern	\$ 32.00
Hardesty & Hanover, LLC.	Chief Engineer 2	\$ 107.48
Hardesty & Hanover, LLC.	Chief Engineer 1	\$ 72.14
Hardesty & Hanover, LLC.	Project Manager 3	\$ 81.02
Hardesty & Hanover, LLC.	Senior Engineer 1	\$ 69.89
Hardesty & Hanover, LLC.	Engineer 2	\$ 53.10
Hardesty & Hanover, LLC.	Engineer 1	\$ 43.28
Hardesty & Hanover, LLC.	Engineer Intern	\$ 31.78
Hardesty & Hanover, LLC.	CADD	\$ 37.12
Geosol, Inc.	Chief Engineer	\$ 69.47
Geosol, Inc.	Senior Geotechnical Engineer	\$ 54.43
Geosol, Inc.	Geotechnical Engineer	\$ 40.40
Geosol, Inc.	Engineering Intern	\$ 26.00
Geosol, Inc.	Senior Engineering Technician	\$ 34.93
Geosol, Inc.	Geotechnical Technician	\$ 34.27
Geosol, Inc.	CADD Technician	\$ 26.00
Geosol, Inc.	Secreterial/Clerical	\$ 25.00
Stantec	Chief Scientist	\$ 81.25
Stantec	Senior Specialist	\$ 60.32
Stantec	Senior Scientist	\$ 57.63
Stantec	Environmental Specialist	\$ 34.77
Stantec	Scientist	\$ 24.30
Stantec	Clerical	\$ 27.00
HBC Engineering Company	Senior Engineer 2	\$ 76.00
HBC Engineering Company	Senior Electrical Engineer	\$ 60.00
HBC Engineering Company	Designer	\$ 25.48
HBC Engineering Company	Engineer	\$ 45.00
HBC Engineering Company	Engineering Intern (EI)	\$ 32.00
Manuel G Vera & Associates, Inc.	SUR Chief Surveyor	\$ 65.40
Manuel G Vera & Associates, Inc.	SUR Senior Surveyor	\$ 60.60
Manuel G Vera & Associates, Inc.	SUR Principal Surveyor	\$ 49.00
Manuel G Vera & Associates, Inc.	SUR Survey/GIS/SUE Analyst 3 (Senior)	\$ 41.80
Manuel G Vera & Associates, Inc.	SUR Survey/GIS/SUE Analyst 2 (Junior)	\$ 21.00
Manuel G Vera & Associates, Inc.	SUR Party Chief	\$ 31.00
Manuel G Vera & Associates, Inc.	SUR Survey Technician 3 (Senior)	\$ 21.00
Manuel G Vera & Associates, Inc.	SUR Survey Technician 2 (Junior)	\$ 16.00

TABLE 6 LOADED HOURLY RATES		
Consultant	Job Class/ Name	Execution thru End of Services Rate
EAC Consulting, Inc.	Chief Engineer 2	\$ 339.06
EAC Consulting, Inc.	Chief Engineer 1	\$ 243.41
EAC Consulting, Inc.	Engineer	\$ 133.35
EAC Consulting, Inc.	Project Engineer	\$ 176.17
EAC Consulting, Inc.	Project Manager	\$ 265.30
EAC Consulting, Inc.	Senior Engineer	\$ 240.56
EAC Consulting, Inc.	Senior Project Engineer	\$ 202.19
EAC Consulting, Inc.	Designer	\$ 115.09
EAC Consulting, Inc.	Engineering Intern	\$ 99.54
Hardesty & Hanover, LLC.	Chief Engineer 2	\$ 319.57
Hardesty & Hanover, LLC.	Chief Engineer 1	\$ 214.49
Hardesty & Hanover, LLC.	Project Manager 3	\$ 240.90
Hardesty & Hanover, LLC.	Senior Engineer 1	\$ 207.80
Hardesty & Hanover, LLC.	Engineer 2	\$ 157.88
Hardesty & Hanover, LLC.	Engineer 1	\$ 128.68
Hardesty & Hanover, LLC.	Engineer Intern	\$ 94.49
Hardesty & Hanover, LLC.	CADD	\$ 110.37
Geosol, Inc.	Chief Engineer	\$ 207.25
Geosol, Inc.	Senior Geotechnical Engineer	\$ 162.38
Geosol, Inc.	Geotechnical Engineer	\$ 120.53
Geosol, Inc.	Engineering Intern	\$ 77.57
Geosol, Inc.	Senior Engineering Technician	\$ 104.21
Geosol, Inc.	Geotechnical Technician	\$ 102.24
Geosol, Inc.	CADD Technician	\$ 77.57
Geosol, Inc.	Secreterial/Clerical	\$ 74.58
Stantec	Chief Scientist	\$ 260.50
Stantec	Senior Specialist	\$ 193.40
Stantec	Senior Scientist	\$ 184.77
Stantec	Environmental Specialist	\$ 111.48
Stantec	Scientist	\$ 77.91
Stantec	Clerical	\$ 86.57
HBC Engineering Company	Senior Engineer 2	\$ 242.69
HBC Engineering Company	Senior Electrical Engineer	\$ 191.60
HBC Engineering Company	Designer	\$ 81.37
HBC Engineering Company	Engineer	\$ 143.70
HBC Engineering Company	Engineering Intern (EI)	\$ 102.19
Manuel G Vera & Associates, Inc.	SUR Chief Surveyor	\$ 196.59
Manuel G Vera & Associates, Inc.	SUR Senior Surveyor	\$ 182.16
Manuel G Vera & Associates, Inc.	SUR Principal Surveyor	\$ 147.29
Manuel G Vera & Associates, Inc.	SUR Survey/GIS/SUE Analyst 3 (Senior)	\$ 125.65
Manuel G Vera & Associates, Inc.	SUR Survey/GIS/SUE Analyst 2 (Junior)	\$ 63.13
Manuel G Vera & Associates, Inc.	SUR Party Chief	\$ 93.19
Manuel G Vera & Associates, Inc.	SUR Survey Technician 3 (Senior)	\$ 63.13
Manuel G Vera & Associates, Inc.	SUR Survey Technician 2 (Junior)	\$ 48.10
Berenblum Busch Architects, Inc.	Principal	\$ 185.00
Berenblum Busch Architects, Inc.	Register Architect (Manager)	\$ 158.00
Berenblum Busch Architects, Inc.	Register Architect (Staff)	\$ 125.00
Berenblum Busch Architects, Inc.	Architect (Graduate in Training)	\$ 99.00
Berenblum Busch Architects, Inc.	CADD (Senior)	\$ 95.00
Berenblum Busch Architects, Inc.	CADD (Intermediate)	\$ 80.00
Berenblum Busch Architects, Inc.	Admin Assistant	\$ 75.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 05/21
Page 1 of 15

FPN: 422713-2-22-01	FPN: _____	FPN: _____
Federal No (FAIN): 4042-411-C	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: NA	Federal Award Date: _____	Federal Award Date: _____
Fund: _____	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: 87522500 Contract No: C9620		
Recipient Vendor No: _____ Recipient DUNS No: _____		
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and Miami-Dade County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Supplemental Agreement for Final Design and Plans Preparation Services of the Venetian Causeway Project to Replace 11 Bridges from North Bayshore Drive to Purdy Avenue, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before June 28, 2032. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 10,661,189.48. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$ 0 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 05/21
Page 2 of 15

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 05/21
Page 3 of 15

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 05/21
Page 5 of 15

- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 05/21
Page 7 of 15

- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 05/21
Page 11 of 15

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 05/21
Page 12 of 15

Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 05/21
Page 13 of 15

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 05/21
Page 14 of 15

- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit “L”**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit “M”**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit “N”**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit “O”**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: A, B, C, D, E, F, G

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 05/21
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT MIAMI-DADE COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jimmy Morales

Title: Chief Operations Officer

By: _____

Name:

Title:

Approved as to form
and legal sufficiency

Legal Review:

Annery Pulgar Alfonso

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 422713-2-22-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Miami-Dade County (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Project length is approximately 2.5 miles and the mile post limits extend from North Bayshore Drive (City of Miami) to Purdy Avenue (City of Miami Beach)

PROJECT DESCRIPTION: The Venetian Causeway is approximately 2.5 miles long, and is primarily a two-lane undivided facility that provides a major link between the cities of Miami and Miami Beach in Miami-Dade County, Florida. The Causeway includes ten fixed span bridges and two bascule leaf span bridges over the Intracoastal Waterway (ICWW) (Bridge Identification No.'s 874459, 874460, 874461, 874463, 874465, 874466, 874471, 874472, 874473, 874474, 874477, and 874481) extending from North Bayshore Drive (City of Miami) to Purdy Avenue (City of Miami Beach).

The bridges were originally built in 1926 and have been designated as historic landmarks by the City of Miami and City of Miami Beach; they are also listed on the National Register of Historic Places (NRHP). The project will take this historic designation into consideration and ensure that any decisions on improvements are coordinated through the County and a Task Force of representatives that reflect the local, state and federal interests of historic preservation. Given the historicity of the bridges, rehabilitation options will also be explored as part of the potential alternatives during the Project Development and Environment (PD&E) Study.

The corridor is tolled and is owned and operated by Miami-Dade County. A Project Location Map is included as Figure 1-1. For ease of identification, the bridges are numbered 1 through 12 with Bridge 1 being the westernmost bridge and Bridge 12 the easternmost bridge. The Causeway bridges are mainly short span reinforced concrete arch beam bridges. Each bridge section consists of two 12-foot (ft.) travel lanes with 4-ft. shoulder/bicycle lanes and 4-ft. sidewalks on each side, except Bridge 1 (spans 1 to 16). Bridge 1 (spans 1 to 16) consists of two 11-ft. travel lanes with 5-ft. shoulders/bicycle lanes and 4-ft. sidewalks on each side. Presently, Bridges 2 to 12 exhibit severe deterioration because of their proximity to the very aggressive marine environment. Bridge 1 (spans 1 to 16) was replaced in 2016 and have no deterioration, spans 17 to 41 were replaced in 1998 and have moderate deterioration. Due to new design codes, the bridges do not meet current design and safety requirements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

1. The Recipient is required to comply with the Venetian Causeway Project Development and Environment Study (PD&E) commitments and the Memorandum of Agreement (MOA) between the the Florida Department of Transportation and the Florida State Historic Preservation Officer.
2. The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by January 27, 2022.
- b) Design to be completed by November 27, 2023.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by August 5, 2024.
- f) Construction to be completed by August 2, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will coordinate with Miami-Dade County to ensure compliance with the PD&E commitments and the MOA as well as assist with the environmental permitting.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount: \$
Awarding Agency: Florida Department of Transportation
Award is for R&D: Choose an item.
Indirect Cost Rate: Choose an item.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT G

FHWA FORM 1273 FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.