

**Date:** September 19, 2023

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Contract Award Recommendation for Professional Services Agreements with Five Consulting Firms to Provide Miami-Dade County Department of Transportation and Public Works Continuing Professional Services for Engineering and Design Related Projects

Agenda Item No. 8(N)(2)

Resolution No. R-806-23

## Executive Summary

This item is recommending the County execute Professional Services Agreements (PSAs) for architectural and engineering services with five consulting firms for engineering and design services for various Safe Routes to School (SRTS) projects. These PSAs will provide engineering and design related services through a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT), a requirement for the County's LAP certification. The PSAs are a continuation of existing *PSA No. E15-PWWM-06*. The purpose of these agreements is to comply with the established schedule by FDOT of future programed LAP agreements between the County and the Federal Highway Administration (FHWA) for the design of SRTS and other LAP projects.

FDOT is the administrator of FHWA funds and has requested the procurement of the continuing PSA as a condition of the County LAP certification to design SRTS projects for the upcoming FDOT Five Year Work Program. Therefore, DTPW requires engineering and design services on an as-needed basis to meet FDOT's requirements.

Each PSA is work order driven with a maximum value of up to \$1,500,000, with a cumulative value of \$7,500,000 across all five PSAs. The PSAs are federally funded, in full, requiring FDOT concurrence for the projects, which was received in July 2023.

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive award of five PSAs under *Contract No. 20200142* to the firms listed below in the combined maximum amount of \$7,500,000.00 inclusive of a contingency of \$1,500,000. The PSAs support design services for various Safe Routes to School projects. A review of the County's Capital Improvements Information System showed the recommended consultants have acceptable evaluation scores.

## Scope

The scope for this project is to retain five teams of consultants to provide engineering and design services as needed to assist in executing and expediting projects in the DTPW Plan, including, but not limited to: preparing sets of contract documents including plans, specifications, supporting engineering analysis, calculations, and other technical documents in accordance with County and FDOT policy, procedures and requirements. Design standards to be utilized by consultants, as applicable, include MUTCD, AASHTO, Florida Design Manual, Florida Greenbook, and the FDOT Speed Zoning Manual for Highways, Roads and Streets in Florida. These contract documents will be used by contractors during construction and will be used by the County or its Construction Engineering Inspection (CEI) representatives to act as the County Engineer of Record (EOR) to aid with shop drawings approval, inspection and final acceptance of projects.

The selected consultants will be responsible for all specific phases of a project through implementation to achieve quality construction documents, cost, and schedule goals. Additional responsibilities may include obtaining all permits, ensuring that all required project components are included in the development of the contract documents, and that the project can be built, as designed, to specifications. In addition, the selected consultant will be responsible for applying for and obtaining all required environmental permits, completing all assessments required by the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act using qualified professionals to coordinate with regulatory and resource agencies for permitting. The selected consultant will coordinate and conduct all public meetings required during the total duration of the project and will aid the CEI during the construction phase of the project. The selected consultant will report directly to the DTPW Project Manager. Any addition or modification pertaining to pedestrian improvements at signalized intersections and/or pedestrian signals may require a signalization plan to be reviewed and approved by DTPW Traffic Engineering Division (TED) and the Traffic Signals and Signs Division (TSS).

The firm providing environmental services for Miami-Dade County will be required to perform the following: provide coordination, project reviews, and NEPA documentation for all types of LAP Minor Transportation Projects. These minor type projects generally qualify under one or more of the categories of a Type I Categorical Exclusion (CE) as defined in the FDOT PD&E manual. The firm will also be responsible for completing all assessments required by NEPA as well as any additional studies/reports including but not limited to protected species surveys, wetland assessments, sampling of wells and water bodies, cultural resource assessment studies in accordance with Section 106 of the National Historical Preservation Act, Section 4(f) in compliance with the US DOT Act of 1966 Section 4(f), as amended and codified in 49 U.S.C. Section 303 of 1983, and Section 6(f) in compliance with the Land and Water Conservation Fund Act of 1965 (16 USC 460 I-4).

#### **Delegated Authority**

The authority of the County Mayor or County Mayor's designee to execute and implement the contracts is consistent with those authorities granted under the Code of Miami-Dade County.

#### **Background**

On August 10, 2022, the Competitive Selection Committee (CSC) evaluated eight firms. Later, on September 15, 2022, the CSC agreed to advance five firms for negotiations and to waive the second-tier meeting. The selected five firms are listed in the table below. All firms were evaluated in accordance with Section 2-10.4 of the Miami-Dade County Code, Implementing Order 3-34 and Administrative Order 3-39.

#### **Fiscal Impact/Funding Source**

The five PSAs combined have a maximum value of \$7,500,000 for a term of five years, with a maximum individual value of \$1,500,000.

| Base Contract Amount | Contingency Amount<br>(Code Sec. 2-8.1) |
|----------------------|-----------------------------------------|
| \$6,000,000          | \$1,500,000                             |

The Adopted Budget and Multi-Year Capital Plan indicates the item has been budgeted. See table below for further details.

| Revenue Name | Program No. & Description                                                                                                   | Project No. | Fund Code | Funding Amount | Site No. |
|--------------|-----------------------------------------------------------------------------------------------------------------------------|-------------|-----------|----------------|----------|
| FDOT Funds   | 2000000541 Safety Improvements - Countywide – Book Page 170 – Funding Year: Multi-Year Proposed Capital Budget for FY 23-24 | 3001327     | CO023     | \$7,500,000    | Various  |

See table below for additional funding types reviewed and whether they are applicable.

| Funding Type                                                    | Legislation                                                                                   | Applicable (Yes or No) | Notations                                                                                                               |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------|
| People's Transportation Plan (PTP)                              | County Code Section 29-124                                                                    | No                     |                                                                                                                         |
| General Obligation Bond (GOB)                                   | Resolutions R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 | Yes                    | If available GOB funding is identified for a specific project, approval from OMB to use this contract will be required. |
| American Recovery and Reinvestment Act (ARRA-Economic Stimulus) | County Code Section 2-8.2.7                                                                   | No                     |                                                                                                                         |

### **Track Record/Monitor**

The designated staff contact to track and monitor the PSAs is Dalila Fernandez, 305-375-1684, E-mail Dalila.Fernandez@miamidade.gov.

### **Vendor(s) Recommended For Award**

The table below depicts a summary of the recommended prime consultants.

| Vendor Name                        | Principal Address                                                  | Local Address                                         | Number of Employee Residents*             | Principal                                            |
|------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------|------------------------------------------------------|
|                                    |                                                                    |                                                       | 1) Miami-Dade County<br>2) Percentage (%) |                                                      |
| Kimley-Horn & Associates, Inc.     | 3001 Weston Parkway, Cary, NC 27513                                | 2 Alhambra Plaza, St 500, Coral Gables, FL 33134      | 107                                       | David Walthall, P.E.                                 |
|                                    |                                                                    |                                                       | 1.5%                                      |                                                      |
| CHA Companies                      | 575 Broadway, Suite 301 Albany, NY 12207                           | 8935 NW 35 Lane, Suite 200, Doral, FL 33172           | 116                                       | Michael Platt, Corporate Secretary & General Counsel |
|                                    |                                                                    |                                                       | 8%                                        |                                                      |
| Parsons Transportation Group, Inc. | 87600 Corporate Center Dr, Suite 104 Miami, FL 33126               | 7600 Corporate Center Dr, Suite 104 Miami, FL 33126   | 74                                        | Rhet L. Schmidt, PE                                  |
|                                    |                                                                    |                                                       | 0.4%                                      |                                                      |
| T Y Lin International Group, Inc.  | Corporate Offices 345 California St #2300, San Francisco, CA 94104 | 201 Alhambra Circle, Suite 900 Coral Gables, FL 33134 | 42                                        | Ed Palacio, PE Vice President                        |
|                                    |                                                                    |                                                       | 2.71%                                     |                                                      |
| BCC Engineering LLC.               | 6401 SW 87th Avenue, Suite 200, Miami, FL 33173                    | 6401 SW 87th Avenue, Suite 200, Miami, FL 33173       | 146                                       | Jose Munoz, PE                                       |
|                                    |                                                                    |                                                       | 41%                                       |                                                      |

\*Pursuant to R-1011-15, the percentage of employee residents is the percentage of the vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

See Attachment A for the sub-consultants/subcontractors for this project.

### **Due Diligence**

MDC003

Pursuant to R-187-12, the Strategic Procurement Department (SPD) conducted due diligence in accordance with SPD's Procurement Guidelines to determine vendor responsibility including verifying corporate status and that no performance or compliance issues exist. The lists referenced included: the Capital Improvements Information System, ISD Small Business Development Division database, Sunbiz, Tax Collector's Office, convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. Also examined as part of this due diligence: Florida Division of Business and Professional Regulation. There were no adverse findings relating to vendor responsibility.

**Applicable Ordinances and Measures**

The table below depicts various legislative policies and whether they are applicable to this item.

| Title                                                    | Legislation                     | Applicable<br>(Yes or No) | Notations                                                                                                                                                                                                                                      |
|----------------------------------------------------------|---------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Small Business Enterprise - Architecture and Engineering | County Code Section 2-10.4.01   | No                        | PSA is federally funded.                                                                                                                                                                                                                       |
| Small Business Enterprise - Services                     | County Code Section 2-8.1.1.1.1 | No                        | PSA is federally funded.                                                                                                                                                                                                                       |
| Small Business Enterprise - Goods                        | County Code Section 2-8.1.1.1.2 | No                        | PSA is federally funded.                                                                                                                                                                                                                       |
| In-house Capabilities                                    | Resolution R-1204-05            | No                        | The purpose of these agreements is to comply with the established schedule by FDOT of future programed LAP agreements between the County and the Federal Highway Administration (FHWA) for the engineering & design related services projects. |
| Responsible Wages                                        | County Code Section 2-11.16     | No                        | PSA is federally funded.                                                                                                                                                                                                                       |
| Sea Level Rise                                           | Ordinance 14-79                 | No                        | PSA is federally funded.                                                                                                                                                                                                                       |
| Sustainable Buildings Measure                            | Implementing Order 8-8          | No                        | PSA is federally funded.                                                                                                                                                                                                                       |
| Local Preference                                         | County Code Section 2-8.5       | No                        | PSA is federally funded.                                                                                                                                                                                                                       |
| Local Certified Veteran Business Enterprise Preference   | Code County Section 2-8.5.1     | No                        | PSA is federally funded.                                                                                                                                                                                                                       |
| Consultants' Competitive Negotiation Act                 | FL Stat. 287.055                | Yes                       | Procurement pursuant Florida Statue A.O. 3-39                                                                                                                                                                                                  |
| Office of Inspector General Fee                          | County Code Section 2-1076      | No                        | PSA is federally funded.                                                                                                                                                                                                                       |



Jimmy Morales  
Chief Operations Officer

# Attachment "A"

| CONSULTANT                            | SUBCONSULTANTS                                    |
|---------------------------------------|---------------------------------------------------|
| BCC ENGINEERING, LLC                  | Alpha Corporation                                 |
|                                       | Cummins Cederberg Inc.                            |
|                                       | RES / Esciences, Inc.                             |
|                                       | Goal Engineering, Inc.                            |
|                                       | Hanson Professional Services, Inc.                |
|                                       | Keith & Associates, Inc.                          |
|                                       | Manuel G. Vera & Associates, Inc.                 |
|                                       | Professional Services Industries, Inc.            |
|                                       | V3 Architectural Group, Inc.                      |
|                                       | 300 Engineering, Inc.                             |
| Parsons Transportation Group Inc.     | EAC Consulting, Inc                               |
|                                       | Florida ITS Engineers LLC                         |
|                                       | Florida Transportation Engineering, Inc.          |
|                                       | Holt Communications, Inc.                         |
|                                       | Professional Service Industries, Inc.             |
|                                       | PMA Consultants LLC                               |
|                                       | RES Florida Consulting LLC, dba E Sciences        |
|                                       | Southeastern Archaeological Research, Inc.        |
|                                       | Manuel G Vera & Associates, Inc.                  |
|                                       | G.M. Selby, Inc.                                  |
|                                       | Bermello, Ajamil & Partners, Inc.                 |
|                                       | CONSOR Engineers, LLC                             |
| Kimley-Horn and Associates, Inc. Home | Ayers Associates, Inc.                            |
|                                       | BND Engineer's Inc.                               |
|                                       | Botas Engineering, Inc.                           |
|                                       | CSA Central, Inc.                                 |
|                                       | Geosol, Inc.                                      |
|                                       | Janus Research, Inc.                              |
|                                       | Manuel G Vera & Associates, Inc.                  |
|                                       | PMA Consultants LLC                               |
|                                       | Smart-Sciences, Inc.                              |
|                                       | Universal Engineering Sciences, LLC               |
|                                       | Wolfberg Alvarez and Partners                     |
| T.Y Lin International                 | 300 Engineering Group, P.A.                       |
|                                       | Alleguez Architecture, Inc.                       |
|                                       | CH Perez & Associates                             |
|                                       | M.G. Vera & Associates, Inc.                      |
|                                       | Miller Legg & Associates, Inc.                    |
|                                       | Premiere Lighting & Traffic, Inc.                 |
|                                       | Professional Services Industries, Inc.            |
|                                       | Spectrum Haven, LLC                               |
|                                       | Underwater Engineering Services, Inc.             |
|                                       | Janus Research, Inc.                              |
|                                       | Glass Land Acquisition Service Specialists, Inc.  |
| CHA Consulting, Inc.                  | Quest Corporation of America, Inc.                |
|                                       | Geosol, Inc.                                      |
|                                       | GSLA Design, Inc.                                 |
|                                       | HBC Engineering Company                           |
|                                       | Longitude Surveyors, LLC                          |
|                                       | V3 Architectural Group, Inc.                      |
|                                       | WOOD Environment & Infrastructure Solutions, Inc. |



## MEMORANDUM

(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** September 19, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

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

Please note any items checked.

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

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(N)(2)  
9-19-23

RESOLUTION NO. \_\_\_\_\_ R-806-23

RESOLUTION APPROVING THE CONTRACT FOR A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH FIVE CONSULTING FIRMS TO PROVIDE MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW) CONTINUING PROFESSIONAL SERVICES FOR ENGINEERING AND DESIGN RELATED SERVICES (PROJECT NO. E20-DTPW-03; CONTRACT NO. 202000142); WITH A CEILING OF \$7,500,000.00; EACH NON-EXCLUSIVE PSA WILL HAVE A TOTAL MAXIMUM LIMITING AMOUNT NOT TO EXCEED \$1,500,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND IMPLEMENT THE ATTACHED AGREEMENTS

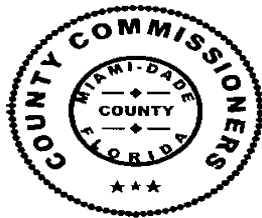
**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the contract award for Professional Services Agreements (PSAs) to BCC Engineering, LLC., Parsons Transportation Group Inc., Kimley-Horn and Associates, Inc., T.Y Lin International Group Inc., and CHA Consulting, Inc. to provide Miami-Dade County Department of Transportation and Public Works (DTPW) continuing professional services for engineering and design related projects (Project No. E20-DTPW-03; Contract No. 202000142) in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute and implement the PSAs which are on file with and available upon request from the DTPW Program Management Office.

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

|                                  |               |                      |            |
|----------------------------------|---------------|----------------------|------------|
| Oliver G. Gilbert, III, Chairman | <b>aye</b>    |                      |            |
| Anthony Rodríguez, Vice Chairman | <b>absent</b> |                      |            |
| Marleine Bastien                 | <b>aye</b>    | Juan Carlos Bermudez | <b>aye</b> |
| Kevin Marino Cabrera             | <b>aye</b>    | Sen. René García     | <b>aye</b> |
| Roberto J. Gonzalez              | <b>aye</b>    | Keon Hardemon        | <b>aye</b> |
| Danielle Cohen Higgins           | <b>aye</b>    | Eileen Higgins       | <b>aye</b> |
| Kionne L. McGhee                 | <b>aye</b>    | Raquel A. Regalado   | <b>aye</b> |
| Micky Steinberg                  | <b>aye</b>    |                      |            |

The Chairperson thereupon declared this resolution duly passed and adopted this 19<sup>th</sup> day of September, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Bruce Libhaber

**NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT**  
**MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**  
**CONTINUING SERVICES CONTRACT FOR ENGINEERING AND DESIGN RELATED PROFESSIONAL**  
**SERVICES**  
**ISD PROJECT NO. E20-DTPW-03, DTPW PROJECT NO. 20200142**

THIS NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT, [the “Agreement”] by and between Miami-Dade County, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as “COUNTY”], and BCC Engineering LLC, a Florida Corporation, hereinafter referred to as the “CONSULTANT”.

**WITNESSETH:**

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the attached NTPC and all its associated requirements.

**SECTION I - COUNTY OBLIGATIONS**

The Department of Transportation and Public Works [hereinafter sometimes referred to as “DTPW”] shall furnish to the CONSULTANT any plans and other data available in the Miami-Dade County records pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

This Professional Services Agreement is a task work order assignment type agreement. The total cumulative cost of services of this agreement cannot exceed \$1,500,000 per CONSULTANT. DTPW shall issue written authorization of a Notice to Proceed for each task work order to the CONSULTANT for work to be performed on behalf of this Professional Service Agreement subject to project specific task work order.

No member, officer or employee of DTPW or of the locality during their tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**SECTION II – TASK WORK ORDER AWARD**

The Department will furnish to the CONSULTANTS a project specific scope specifying the services to be performed under each task work order. The CONSULTANT shall submit a qualifications proposal based on the project scope for evaluation by the client department selection team. No payment shall be made for the CONSULTANT’S time or services in connection with the preparation of any such proposal.

Task work orders will be awarded through an additional qualification selection based on a) Capabilities of the team; b) Experience on similar projects; c) Schedule, availability of staff; and d) Familiarity with the infrastructure. Each consultant may exercise their right to refuse an assigned task work order by submitting a written Right of Refusal letter to the project manager within five (5) business days.

The Department shall attempt to negotiate project staff hours with the firm that was ranked first by the client department selection team. Negotiations are limited to only project hours focusing on each job classification and estimated staff hours associated with the scope services and that are determined to be fair, competitive, and reasonable.

Should the Department be unable to negotiate satisfactory contract hours deemed to be fair, competitive, and reasonable with the first ranked firm negotiations will be terminated and the Department will then undertake negotiations with the second ranked firm. Failing accord with this firm, such negotiations shall terminate, and negotiations shall then undertake negotiations with the firm ranked third by the Department and continue a until a satisfactory contract is reached.

Upon successful negotiations of the staff hours the Department will prepare the task work order with the time for completion of the task assignment, noting all services performed under the task work order, deliverables, the negotiated staff hours, level of staffing and job classification, and fees. The task work order will be executed by the Department and the Consulting firm. After successful execution of the task work order a Notice to proceed will be issued by DTPW.

DTPW will issue a Notice to Proceed with task work order. The Notice will contain the agreed upon the scope, time for completion, estimated man hours and fee for services to be rendered pursuant to this Agreement. Fees based on consultant audited rates and multipliers (which include overhead, direct expense, FCCM, operating margin) attached under Exhibit B of this agreement, previously presented by your firm.

This Agreement is valid for 5 years as specified in the NTPC. The services to be rendered for each task work order will be completed within the time period specified in each task work order assignment. All task work orders performed under this agreement must be completed within five years from the execution date of this agreement.

### **SECTION III - PROFESSIONAL SERVICES – NOTICE TO PROCEED**

Upon receipt of Notice to Proceed with the task work order, from DTPW, the CONSULTANT agrees to perform professional services associated with the requested task work order, in accordance with the negotiated terms of the applicable Notice to Proceed, the conditions of the NTPC and the conditions of this Agreement. The standard of care applicable to CONSULTANT's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Said services may include, but shall not necessarily be limited to the following:

#### **A. Preliminary Design Phase**

Upon receipt of written authorization from DTPW to proceed with the task work order of the project, the CONSULTANT shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the COUNTY a plan containing recommendations for implementation and project feasibility. CONSULTANT shall observe the following requirements:

1. Complete the work on the project within the time allowed by always maintaining adequate staff of qualified personnel on the work.
2. Comply with all Federal, State, and local laws or ordinances applicable to the work, including compliance with the FHWA requirements.

3. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
4. Report the status of the project to the Director or designee upon request and hold all drawings, calculations and related work open to the inspection of the Director or her authorized agent at any time.
5. Submit to the Director or designee one (1) review copy of the report for the project. Upon approval, furnish the COUNTY with two (2) copies of the final phase report. The quality and legibility of all copies shall meet the approval of the Director or designee.

B. Design Phase

Upon receipt of written authorization from DTPW to proceed with the task work order of the project, the CONSULTANT shall prepare preliminary Engineering data, including sketches and drawings, based on recommendations from the Initial Design Phase; perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the COUNTY in obtaining approval of preliminary design work from any local, state or federal agency having an interest in the project. The CONSULTANT shall prepare sets of contract documents including plans, supporting engineering analysis, calculations, and other technical documents in accordance with County and FDOT policy, procedures and requirements, to be used for the receipt of bids, which shall include, but not limited to, development of design plans for the construction of identified improvements which may include but not be limited to sidewalks, ramps, bicycle facilities, traffic calming devices, signs, signalization, pavement markings, roadway cross section modifications such as additional on-street parking, curb and gutters and storm drainage system, roadway lighting. These contract documents will be used by contractors to build each project and will be used by the County, or its Construction Engineering Inspection (CEI) representatives, to act as the County Engineer of Record (EOR) to aid with shop drawings approval, inspection and final acceptance of projects.

To accomplish the work described under this phase, the CONSULTANT shall observe the Following:

1. Complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel at all times.
2. Comply with all Federal, State and local laws and ordinances applicable to the project design.
3. Prepare and obtain any required permits with County, State or Federal agencies among others. In addition, the CONSULTANT shall apply and obtain all required environmental permits, completing all assessments required by the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act using qualified professionals to coordinate with regulatory and resource agencies for permitting.
4. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
5. Prior to final approval by the Director or designee, complete a preliminary check of construction plans through any County, City, State, or Federal agency from which a permit or other approval is required.
6. Cooperate fully with the COUNTY to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The CONSULTANT will assist the COUNTY in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The CONSULTANT shall provide two sets of prints for each utility company prior to the meeting. The CONSULTANT shall be responsible for preparation and distribution of meeting minutes. The CONSULTANT shall provide adequate design and coordination to accommodate utilities with the objective of mitigating any claims and delays during construction.

7. Report the status of the project to the Director or designee upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
8. Submit to the Director or designee two final sets of check prints for the project at the 30%, 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with four (4) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, 11"x17" Mylar stock (4 mils thick with signed Cover Sheet), CAD electronic files in a format approved by the COUNTY, drainage report, and all computation books. The quality and legibility of all prints shall meet the approval of the Director or designee. At a minimum, the construction Documents shall consist of the following as outlined in Exhibit A:
  - Cover Sheet
  - Typical Section (as required)
  - Summary of Quantities
  - Plan and Profiles
  - Drainage Structures (as required)
  - Lighting Plans (as required)
  - Marking and Signing Plans
  - Signalization Plans
  - Maintenance of Traffic / Construction Phasing Plans.
9. Prepare and submit to the COUNTY an Opinion of Probable Construction Cost, at the 60%, 90% and 100% completion milestones of the proposed project design.
10. The CONSULTANT agrees that the quality of the work performed by the CONSULTANT and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services.
11. The CONSULTANT agrees to provide upon request, a certified payroll of employees performing work under this Agreement, as reported to the IRS.
12. The CONSULTANT agrees to provide employees performing work under this Agreement with health care benefits.

C. Construction Phase

The CONSULTANT agrees to provide the following services during the Construction Phase of the project, as requested by the COUNTY:

1. Attendance at pre-bid and pre-construction meetings.
2. Periodic general engineering Consultation and advice.
3. Review and approval of shop drawings.
4. Response to Contractors Request for Information (RFIs) during pre-bid and during construction.

#### **SECTION IV - TIME FOR COMPLETION**

The services to be rendered by the CONSULTANT for each task work order shall commence upon receipt of a written Notice to Proceed from DTPW and shall be completed within the time stated in the Notice to Proceed. Task work orders cannot be assigned until this Agreement is executed and approved. The term of this Agreement is for 5 years and it cannot be extended. Task work orders must be issued within the 5-year duration of this agreement and must be completed within the 5-year term of the agreement, including task work order time extensions.

A reasonable extension of time per task work order shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the CONSULTANT's duties impossible. Such extensions of time shall not be cause for any claim by the CONSULTANT for extra compensation and the rates described in Exhibit B shall continue to apply.

#### **SECTION V - FORCE MAJEURE**

Force Majeure shall mean an act of God, epidemic, lightening, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractor, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

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

It is further agreed and stipulated that the right of any party hereto excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

#### **SECTION VI - COMPENSATION**

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

A. Lump Sum Fee

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

B. Reimbursable Expenses

The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by DTPW. Reimbursable expenses may include:

1. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.
2. Expenses for travel, transportation and subsistence outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

C. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

1. The fee for engineering services rendered by the CONSULTANT's personnel shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, in compliance with Federal Acquisition Regulation (FAR) cost principles, and in conformance with 23 CFR 172 Procurement, Management, and Administration of Engineering and Design Related Services, for the time of said personnel engaged directly in the work, as shown in Exhibit B attached.  
This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
2. The CONSULTANT shall be compensated at the rate shown in Exhibit B for the time of principals engaged directly in the work. This rate shall be applied to the time spent on requested work by the following principal: Mr. Joe Munoz.
3. Overtime work considered necessary and expressly authorized by DTPW in advance shall be compensated at time-and-a-half of the rate established by Subsection VI-C (1) hereof.

**SECTION VII - ADDITIONAL SERVICES**

Intentionally Omitted.

## **SECTION VIII - METHODS OF PAYMENT**

The COUNTY agrees to make monthly or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide copies of any records reasonably necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

### **A. Estimated Professional Fees and/or Reimbursable Expenses**

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed and/or expenses incurred.
2. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections VI-B and VI-C hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

### **B. Lump Sum Fee**

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed.
2. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

## **SECTION IX - SCHEDULE OF WORK**

The COUNTY shall have the sole right to determine on which deliverables the CONSULTANT shall precede and in what order. Written Notices to Proceed issued by DTPW shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each deliverable.

## **SECTION X - RIGHT OF DECISIONS**

All services shall be performed by the CONSULTANT to the satisfaction of DTPW who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. DTPW's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of DTPW, the CONSULTANT shall present any such objections in writing to the County Mayor. The County Mayor or the County Mayor's Designee and the CONSULTANT shall abide by the decisions of the County Mayor. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

## **SECTION XI - OWNERSHIP OF DOCUMENTS**

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

## **SECTION XII - REUSE OF DOCUMENTS**

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

## **SECTION XIII - NOTICES**

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

## **SECTION XIV - ABANDONMENT**

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects of parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services, which have been performed at the time the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

## **SECTION XV - AUDIT RIGHTS**

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made. The CONSULTANT agrees to provide copies of any records reasonably necessary to substantiate payment requests to the COUNTY. CONSULTANT is also responsible to assist the COUNTY on audits performed by FDOT.

## **SECTION XVI – SUBCONTRACTING**

The CONSULTANT shall not subcontract any work under this Agreement without the written consent of DTPW. When applicable and upon receipt of such consent in writing, the CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignments or transfer of work will be allowed. Subcontractors will need to provide consultant audit package, cost analysis, and any other negotiations documents that are requested by DTPW and FDOT.

#### **SECTION XVII - WARRANTY**

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's county approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, DTPW shall have the right to annul this Agreement without liability.

#### **SECTION XVIII - TERMINATION OF AGREEMENT**

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

#### **SECTION XIX - DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of five (5) calendar years, unless terminated by mutual consent of the parties hereto or as provided in Section IX, Section XVII, Section XVIII, Section XX, Section XIV, and Section XXVI hereof.

#### **SECTION XX - DEFAULT**

It shall be an "Event of Default" of CONSULTANT if the CONSULTANT fails to keep, observe or perform any of its obligations or duties imposed upon the CONSULTANT under this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from the County to the CONSULTANT setting forth with reasonable specificity the nature of the alleged breach; or in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, the CONSULTANT fails within said thirty (30) day period to promptly commence to pursue curing said default and thereafter fails to act with due diligence and in good faith to completely cure said default within a reasonable time. The thirty (30) day period to cure an Event of Default does not apply

to conditions affecting the safety of persons, animals, County facilities or operations as described in this Agreement.

If an Event of Default on the part of the CONSULTANT shall occur, the County, at any time after the periods set forth above and CONSULTANT has failed to cure such Event of Default within such applicable period, shall have the following rights and remedies, which are cumulative and in addition to any and all other remedies, in law or in equity, that the County may have against CONSULTANT, the County shall be entitled to:

(a) to sue CONSULTANT for all damages, costs and expenses arising from CONSULTANT's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorney's fees at both trial and appellate levels,

(b) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of this Agreement; and

(c) to terminate any and all obligations that the County may have under this Agreement, in which event the County shall be released and relieved from any and all liability under this Agreement from and after the date of such termination, except for those that expressly survive termination herein.

## **SECTION XXI - INDEMNIFICATION AND INSURANCE**

To the extent provided by law, CONSULTANT and subconsultants shall indemnify, defend, and hold harmless the County 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 CONSULTANT and subconsultants, 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 CONSULTANT and subconsultants hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT and subconsultants to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT and subconsultants 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.

The Consultant shall furnish to the Department of Transportation and Public Works, 111 NW 1<sup>st</sup> Street, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County and FDOT must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by 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.

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

## **SECTION XXII - CERTIFICATION OF WAGE RATES**

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section VI, are accurate, complete and current as of the date of this Agreement. All wages will need to be verified by payrolls. It is further agreed that said compensation should be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

## **SECTION XXIII - ORDINANCES**

The CONSULTANT agrees to abide and be governed by the COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R-385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104

(Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Resolution No. R-1206-97, superseded by Resolution No. R-702-98 (Project Fresh Start-Welfare-to-Work Initiative, Welfare Reform), Ordinance No. 98-106 (Cone of Silence), which are incorporated herein by reference, as if fully set forth herein, in connection with the CONSULTANT's obligations hereunder.

The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, FL 33101:

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

#### **SECTION XXIV – CORRECTIONS TO CONTRACT DOCUMENTS**

The CONSULTANT shall comply with the requirements of section 337.015, F.S. Claims against the consultant for time overruns and substandard work products not in conformance with contract specifications shall be vigorously pursued. The CONSULTANT shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract documents prepared by the CONSULTANT. For the purposes of this contract provision, errors or omissions are to be treated, as follows:

##### **A. Errors**

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

##### **B. Omissions**

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

To obtain such recovery, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT's insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT's insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT's insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and its insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY's right to recover same as stated above provided, however, the Parties agree that in no event shall the CONSULTANT be responsible for the cost of changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this paragraph shall not limit or preclude in any way the CONSULTANT's indemnification obligations to the COUNTY pursuant to Section XXI of this Agreement, or preclude or

limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

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

#### **SECTION XXV - AFFIRMATIVE ACTION**

The CONSULTANT's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by Miami-Dade County, Small Business Development Division and any approved update thereof, are hereby incorporated into this agreement. The CONSULTANT will try to undertake and perform the affirmative actions as specified in the plan.

#### **SECTION XXVI - DISABILITY NONDISCRIMINATION**

The CONSULTANT's attention is directed to the Miami-Dade County Resolution No. R-385-95. Pursuant to this resolution, the CONSULTANT is required to submit the Disability Nondiscrimination Affidavit attesting that the CONSULTANT complies with the requirements of the Americans with Disabilities Act (ADA) of 1990 and other laws prohibiting discrimination on the basis of disability. DTPW may declare the CONSULTANT in default of this agreement should a post contract violation of any of the acts occur.

#### **SECTION XXVII - PROMPT PAYMENT**

The CONSULTANT's attention is directed to the Miami-Dade County Ordinance No. 94-40 and the requirements of 49 CFR 26.29, providing for expedited payments. Failing to comply with the Local Government Prompt Payment Act provisions per Ch 218, Part VII, F.S., may be cause for suspension, termination, and debarment, in accordance with the terms of Miami-Dade County contract or Public Health Trust contract and debarment procedures of the Miami-Dade County.

#### **SECTION XXVIII - ENTIRETY OF AGREEMENT**

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

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

This is the Department of Transportation and Public Works (DTPW) standard Professional Services Agreement (PSA) inclusive of all of its exhibits and attachments, inclusive of Exhibit C, Local Agency Program Federal-Aid Terms for Professional Services Contracts, Form 375-040-84. Submittal of contract time and price proposal as per requirements on the Notice to Prospective Consultants (NTPC) is acknowledgement and acceptance by the CONSULTANT of the language in the Agreement. DTPW will not make any changes to the agreement except to incorporate those modifications that are necessary to reflect

the terms of the NTPC. To the extent any terms in the Agreement are in consistency with the terms of the NTPC, the NTPC documents shall govern.

#### **SECTION XXIX – E-VERIFY**

CONSULTANT 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 Agreement; and 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.

#### **SECTION XXX – PERFORMANCE EVALUATION**

At the end of each task work order, DTPW will evaluate the CONSULTANT's performance. This evaluation will become public record.

#### **SECTION XXXI CONSULTANT'S ROLE DURING CONSTRUCTION**

CONSULTANT shall not be responsible during construction of the projects subject to this agreement for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the projects subject to this agreement in accordance with the contract documents or violation of any safety laws, regulations or laws.

No member, officer or employee of the CONSULTANT or subcontractor during their tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

For the Board of County Commissioners, Miami-Dade County, Florida

HARVEY RUVIN, CLERK OF THE BOARD

By: \_\_\_\_\_

By: \_\_\_\_\_

County Mayor

ATTEST:

BCC Engineering, LLC

A Florida limited liability company

By: \_\_\_\_\_

Corporate Secretary

By: \_\_\_\_\_

Executive Vice-President

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Assistant County Attorney



# EXHIBIT A

## Requirements for Phase Development and Submittals

## **EXHIBIT "A"**

### **Requirements for Phase Development and Submittals**

#### **Preliminary Design Phase**

- Recommendations for implementation of the MPO's Preliminary Design Report based on existing field condition documentation.

- Proposed variations to the MPO's Preliminary Design Report.
- Typical Section(s) (as required)
- Preliminary Opinion of Probable Construction Cost

#### **30% Phase**

- Traffic Analysis (as required)
- Cover sheet
- Back of Sidewalk Profiles
- Typical Section(s)
- Plan and Profiles (Proposed horizontal road layout to include existing topography & utilities, R/W, geometry, survey reference points; Vertical layout to include existing and proposed PGL & utilities)(as required)
- Cross Sections (existing and proposed)(as required)
- Coordination with applicable jurisdictional permitting agencies
- Value Engineering (Applies for projects > \$5,000,000)

#### **60% Phase**

- Substantial completion of items submitted at 30%.
- General Notes (edited)
- Plan and Profile (Drainage structures and Exfiltration Trench)(as required)
- Drainage Report (final)(as required)
- Drainage Structures Sheets (showing utilities)(as required)
- Summary of Pay Items
- Special Profiles
- Pavement markings & signing and notes(without complete tabulation of quantities)
- Signalization plans (Mast arm data, FPL and AT&T service points, details and notes) (without complete tabulation of quantities)(as required)

- Lighting plans (Pole and conduit layout, pole data, schematic wiring diagram, FPL service points, details, notes and report) (without complete tabulation of quantities)(as required)
- Tree Removal/Relocation plan (without details) (as required)
- Submittal to applicable jurisdictional agencies for review and approval/permits
- Opinion of Probable Construction Cost

#### 90% Phase

- Substantial completion of items submitted at 60%.
- Miscellaneous details and tabulation of quantities (roadway, drainage, lighting, marking and signage, signalization, etc.)
- Maintenance of traffic/Phasing plans (typical sections and notes)
- Opinion of Probable Construction Cost

#### 100% Phase

- Complete design to reflect the review comments from the 90% phase
- Opinion of Probable Construction Cost

#### Project Final Submittal Requirements

- Final design to reflect the review comments from the 100% submittal
- One set of half size (11"x17") mylar originals (4 mil thick) w/ signed coversheet
- CAD Files
- Computation Books
- Drainage Report (signed and sealed) (as required)
- Lighting Report (signed and sealed) (as required)
- Final Opinion of Probable Construction Cost
- Four half size sets (11"x17") of plans (signed and sealed)

# EXHIBIT B

## Summary Table of Loaded Rates per Job Classification and Company

## Exhibit B

Project Number: E20-DTPW-03

BCC ENGINEERING, LLC

**Rates provided below are loaded rates; no multipliers will be added to these rates.**

| Consultant                         | Item                                  | Unit  | Rate   |
|------------------------------------|---------------------------------------|-------|--------|
| BCC ENGINEERING, LLC               | CADD/Computer Technician Home         | HOURL | 94.37  |
| BCC ENGINEERING, LLC               | Chief Engineer 1 Home                 | HOURL | 196.30 |
| BCC ENGINEERING, LLC               | Chief Engineer 2 Home                 | HOURL | 273.46 |
| BCC ENGINEERING, LLC               | Chief Planner Home                    | HOURL | 232.06 |
| BCC ENGINEERING, LLC               | Deputy Contract Manager Home          | HOURL | 167.27 |
| BCC ENGINEERING, LLC               | Engineer 1 Home                       | HOURL | 145.84 |
| BCC ENGINEERING, LLC               | Engineer 2 Home                       | HOURL | 237.07 |
| BCC ENGINEERING, LLC               | Engineer Intern Home                  | HOURL | 107.54 |
| BCC ENGINEERING, LLC               | Planner Home                          | HOURL | 72.34  |
| BCC ENGINEERING, LLC               | Principal in Charge Home              | HOURL | 362.63 |
| BCC ENGINEERING, LLC               | Project Manager Home                  | HOURL | 276.88 |
| BCC ENGINEERING, LLC               | Senior Designer Home                  | HOURL | 208.68 |
| BCC ENGINEERING, LLC               | Senior Electrical Engineer Home       | HOURL | 227.48 |
| BCC ENGINEERING, LLC               | Senior Engineer 1 Home                | HOURL | 218.49 |
| BCC ENGINEERING, LLC               | Senior Utility Coordinator Home       | HOURL | 159.47 |
| 300 Engineering, Inc.              | Engineer 1 Home                       | HOURL | 171.20 |
| 300 Engineering, Inc.              | Senior Engineer 2 Home                | HOURL | 184.12 |
| Alpha Corporation                  | Admin/Clerical Home                   | HOURL | 123.93 |
| Alpha Corporation                  | Claims Analyst Home                   | HOURL | 242.93 |
| Alpha Corporation                  | Claims Manager Home                   | HOURL | 324.50 |
| Alpha Corporation                  | Senior Transportation Specialist Home | HOURL | 288.56 |
| Alpha Corporation                  | Technical Consultant Home             | HOURL | 250.20 |
| Cummins Cederberg Inc.             | Claim Analyst Specialist Home         | HOURL | 117.16 |
| Cummins Cederberg Inc.             | Estimator Home                        | HOURL | 130.15 |
| Cummins Cederberg Inc.             | Scheduler Home                        | HOURL | 187.11 |
| Cummins Cederberg Inc.             | Scheduling Manager Home               | HOURL | 130.15 |
| Cummins Cederberg Inc.             | Senior Change Negotiator Home         | HOURL | 141.56 |
| Cummins Cederberg Inc.             | Senior Estimator Home                 | HOURL | 292.86 |
| Cummins Cederberg Inc.             | Senior Scheduler Home                 | HOURL | 203.39 |
| Cummins Cederberg Inc.             | Value Engineering Specialist Home     | HOURL | 203.39 |
| Goal Engineering, Inc.             | Engineer 1 Home                       | HOURL | 155.10 |
| Goal Engineering, Inc.             | Project Manager Home                  | HOURL | 293.90 |
| Goal Engineering, Inc.             | Senior Engineer 2 Home                | HOURL | 314.14 |
| Goal Engineering, Inc.             | Senior Technician Home                | HOURL | 106.13 |
| Hanson Professional Services, Inc. | Chief Engineer 2 Home                 | HOURL | 335.33 |
| Hanson Professional Services, Inc. | Engineer 1 Home                       | HOURL | 167.25 |
| Hanson Professional Services, Inc. | Senior Engineer 1 Home                | HOURL | 216.44 |
| Keith & Associates, Inc.           | Landscape Architect Home              | HOURL | 192.61 |
| Keith & Associates, Inc.           | Landscape Planner Home                | HOURL | 106.67 |
| Keith & Associates, Inc.           | Senior Landscape Architect Home       | HOURL | 263.55 |
| Manuel G. Vera & Associates, Inc.  | Analyst 1 Home                        | HOURL | 71.97  |
| Manuel G. Vera & Associates, Inc.  | Chief Surveyor Home                   | HOURL | 284.28 |
| Manuel G. Vera & Associates, Inc.  | Chief Utility Coordinator Home        | HOURL | 141.85 |
| Manuel G. Vera & Associates, Inc.  | Crew Chief Home                       | HOURL | 111.55 |
| Manuel G. Vera & Associates, Inc.  | Instrument Operator Home              | HOURL | 75.57  |
| Manuel G. Vera & Associates, Inc.  | Junior Analyst 2 Home                 | HOURL | 98.78  |
| Manuel G. Vera & Associates, Inc.  | Rod Person Home                       | HOURL | 61.17  |
| Manuel G. Vera & Associates, Inc.  | Senior Analyst 3 Home                 | HOURL | 142.14 |
| Manuel G. Vera & Associates, Inc.  | Senior Surveyor 1 Home                | HOURL | 194.32 |
| Manuel G. Vera & Associates, Inc.  | Senior Surveyor 2 Home                | HOURL | 241.10 |
| Manuel G. Vera & Associates, Inc.  | Senior Technician 3 Home              | HOURL | 122.35 |
| Manuel G. Vera & Associates, Inc.  | Technician 1 Home                     | HOURL | 53.98  |
| Manuel G. Vera & Associates, Inc.  | Technician 2 Home                     | HOURL | 100.76 |
| Manuel G. Vera & Associates, Inc.  | Utility Coordinator Home              | HOURL | 129.72 |

|                                        |                                     |       |        |
|----------------------------------------|-------------------------------------|-------|--------|
| Professional Services Industries, Inc. | Chief Engineer 2 Home               | HOURL | 204.07 |
| Professional Services Industries, Inc. | Chief Geotechnical Engineer Home    | HOURL | 248.83 |
| Professional Services Industries, Inc. | Engineer 2 Home                     | HOURL | 112.26 |
| RES / Esciences, Inc.                  | Chief Scientist Home                | HOURL | 222.64 |
| RES / Esciences, Inc.                  | Clerical Home                       | HOURL | 80.57  |
| RES / Esciences, Inc.                  | Environmental Specialist Home       | HOURL | 103.88 |
| RES / Esciences, Inc.                  | Project Manager Home                | HOURL | 222.64 |
| RES / Esciences, Inc.                  | Scientist Home                      | HOURL | 89.06  |
| RES / Esciences, Inc.                  | Senior Environmetal Specialist Home | HOURL | 117.65 |
| RES / Esciences, Inc.                  | Senior Scientist Home               | HOURL | 184.05 |
| RES / Esciences, Inc.                  | Technician Home                     | HOURL | 77.24  |
| V3 Architectural Group, Inc.           | Architect Home                      | HOURL | 103.18 |
| V3 Architectural Group, Inc.           | Chief Architect Home                | HOURL | 103.18 |
| V3 Architectural Group, Inc.           | Design Intern Home                  | HOURL | 38.61  |
| V3 Architectural Group, Inc.           | Designer Home                       | HOURL | 55.50  |
| V3 Architectural Group, Inc.           | Senior Designer Home                | HOURL | 74.80  |
| V3 Architectural Group, Inc.           | Technician Home                     | HOURL | 54.29  |

# EXHIBIT C

Local Agency Program Federal-Aid Terms for  
Professional Services Contracts  
Form 375-040-84

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
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**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency 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. 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 Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency 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 Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. 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.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs 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.
- F. 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 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.
- G. 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.
- H. Information and Reports: The Consultant will 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 Local Agency, 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 Local Agency, 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.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, 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.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, 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 subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. 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).
- L. 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.
- M. 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.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement 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."

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- O. 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.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency 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 Local Agency. 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.

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Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, 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 Local Agency 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.

R. 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 Local Agency, 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.

S. The Consultant 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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.

**NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT**  
**MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**  
**CONTINUING SERVICES CONTRACT FOR ENGINEERING AND DESIGN RELATED PROFESSIONAL**  
**SERVICES**  
**ISD PROJECT NO. E20-DTPW-03, DTPW PROJECT NO. 20200142**

THIS NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT, [the “Agreement”] by and between Miami-Dade County, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as “COUNTY”], and CHA Companies, a New York Corporation, hereinafter referred to as the “CONSULTANT”.

**W I T N E S S E T H:**

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the attached NTPC and all its associated requirements.

**SECTION I - COUNTY OBLIGATIONS**

The Department of Transportation and Public Works [hereinafter sometimes referred to as “DTPW”] shall furnish to the CONSULTANT any plans and other data available in the Miami-Dade County records pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

This Professional Services Agreement is a task work order assignment type agreement. The total cumulative cost of services of this agreement cannot exceed \$1,500,000 per CONSULTANT. DTPW shall issue written authorization of a Notice to Proceed for each task work order to the CONSULTANT for work to be performed on behalf of this Professional Service Agreement subject to project specific task work order.

No member, officer or employee of DTPW or of the locality during their tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**SECTION II – TASK WORK ORDER AWARD**

The Department will furnish to the CONSULTANTS a project specific scope specifying the services to be performed under each task work order. The CONSULTANT shall submit a qualifications proposal based on the project scope for evaluation by the client department selection team. No payment shall be made for the CONSULTANT’S time or services in connection with the preparation of any such proposal.

Task work orders will be awarded through an additional qualification selection based on a) Capabilities of the team; b) Experience on similar projects; c) Schedule, availability of staff; and d) Familiarity with the infrastructure. Each consultant may exercise their right to refuse an assigned task work order by submitting a written Right of Refusal letter to the project manager within five (5) business days.

The Department shall attempt to negotiate project staff hours with the firm that was ranked first by the client department selection team. Negotiations are limited to only project hours focusing on each job classification and estimated staff hours associated with the scope services and that are determined to be fair, competitive, and reasonable.

Should the Department be unable to negotiate satisfactory contract hours deemed to be fair, competitive, and reasonable with the first ranked firm negotiations will be terminated and the Department will then undertake negotiations with the second ranked firm. Failing accord with this firm, such negotiations shall terminate, and negotiations shall then undertake negotiations with the firm ranked third by the Department and continue until a satisfactory contract is reached.

Upon successful negotiations of the staff hours the Department will prepare the task work order with the time for completion of the task assignment, noting all services performed under the task work order, deliverables, the negotiated staff hours, level of staffing and job classification, and fees. The task work order will be executed by the Department and the Consulting firm. After successful execution of the task work order a Notice to proceed will be issued by DTPW.

DTPW will issue a Notice to Proceed with task work order. The Notice will contain the agreed upon the scope, time for completion, estimated man hours and fee for services to be rendered pursuant to this Agreement. Fees based on consultant audited rates and multipliers (which include overhead, direct expense, FCCM, operating margin) attached under Exhibit B of this agreement, previously presented by your firm.

This Agreement is valid for 5 years as specified in the NTPC. The services to be rendered for each task work order will be completed within the time period specified in each task work order assignment. All task work orders performed under this agreement must be completed within five years from the execution date of this agreement.

### **SECTION III - PROFESSIONAL SERVICES – NOTICE TO PROCEED**

Upon receipt of Notice to Proceed with the task work order, from DTPW, the CONSULTANT agrees to perform professional services associated with the requested task work order, in accordance with the negotiated terms of the applicable Notice to Proceed, the conditions of the NTPC and the conditions of this Agreement. The standard of care applicable to CONSULTANT's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Said services may include, but shall not necessarily be limited to the following:

#### **A. Preliminary Design Phase**

Upon receipt of written authorization from DTPW to proceed with the task work order of the project, the CONSULTANT shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the COUNTY a plan containing recommendations for implementation and project feasibility. CONSULTANT shall observe the following requirements:

1. Complete the work on the project within the time allowed by always maintaining adequate staff of qualified personnel on the work.
2. Comply with all Federal, State, and local laws or ordinances applicable to the work, including compliance with the FHWA requirements.

3. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
4. Report the status of the project to the Director or designee upon request and hold all drawings, calculations and related work open to the inspection of the Director or her authorized agent at any time.
5. Submit to the Director or designee one (1) review copy of the report for the project. Upon approval, furnish the COUNTY with two (2) copies of the final phase report. The quality and legibility of all copies shall meet the approval of the Director or designee.

B. Design Phase

Upon receipt of written authorization from DTPW to proceed with the task work order of the project, the CONSULTANT shall prepare preliminary Engineering data, including sketches and drawings, based on recommendations from the Initial Design Phase; perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the COUNTY in obtaining approval of preliminary design work from any local, state or federal agency having an interest in the project. The CONSULTANT shall prepare sets of contract documents including plans, supporting engineering analysis, calculations, and other technical documents in accordance with County and FDOT policy, procedures and requirements, to be used for the receipt of bids, which shall include, but not limited to, development of design plans for the construction of identified improvements which may include but not be limited to sidewalks, ramps, bicycle facilities, traffic calming devices, signs, signalization, pavement markings, roadway cross section modifications such as additional on-street parking, curb and gutters and storm drainage system, roadway lighting. These contract documents will be used by contractors to build each project and will be used by the County, or its Construction Engineering Inspection (CEI) representatives, to act as the County Engineer of Record (EOR) to aid with shop drawings approval, inspection and final acceptance of projects.

To accomplish the work described under this phase, the CONSULTANT shall observe the Following:

1. Complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel at all times.
2. Comply with all Federal, State and local laws and ordinances applicable to the project design.
3. Prepare and obtain any required permits with County, State or Federal agencies among others. In addition, the CONSULTANT shall apply and obtain all required environmental permits, completing all assessments required by the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act using qualified professionals to coordinate with regulatory and resource agencies for permitting.
4. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
5. Prior to final approval by the Director or designee, complete a preliminary check of construction plans through any County, City, State, or Federal agency from which a permit or other approval is required.
6. Cooperate fully with the COUNTY to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The CONSULTANT will assist the COUNTY in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The CONSULTANT shall provide two sets of prints for each utility company prior to the meeting. The CONSULTANT shall be responsible for preparation and distribution of meeting minutes. The CONSULTANT shall provide adequate design and coordination to accommodate utilities with the objective of mitigating any claims and delays during construction.

7. Report the status of the project to the Director or designee upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
8. Submit to the Director or designee two final sets of check prints for the project at the 30%, 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with four (4) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, 11"x17" Mylar stock (4 mils thick with signed Cover Sheet), CAD electronic files in a format approved by the COUNTY, drainage report, and all computation books. The quality and legibility of all prints shall meet the approval of the Director or designee. At a minimum, the construction Documents shall consist of the following as outlined in Exhibit A:
  - Cover Sheet
  - Typical Section (as required)
  - Summary of Quantities
  - Plan and Profiles
  - Drainage Structures (as required)
  - Lighting Plans (as required)
  - Marking and Signing Plans
  - Signalization Plans
  - Maintenance of Traffic / Construction Phasing Plans.
9. Prepare and submit to the COUNTY an Opinion of Probable Construction Cost, at the 60%, 90% and 100% completion milestones of the proposed project design.
10. The CONSULTANT agrees that the quality of the work performed by the CONSULTANT and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services.
11. The CONSULTANT agrees to provide upon request, a certified payroll of employees performing work under this Agreement, as reported to the IRS.
12. The CONSULTANT agrees to provide employees performing work under this Agreement with health care benefits.

C. Construction Phase

The CONSULTANT agrees to provide the following services during the Construction Phase of the project, as requested by the COUNTY:

1. Attendance at pre-bid and pre-construction meetings.
2. Periodic general engineering Consultation and advice.
3. Review and approval of shop drawings.
4. Response to Contractors Request for Information (RFIs) during pre-bid and during construction.

#### **SECTION IV - TIME FOR COMPLETION**

The services to be rendered by the CONSULTANT for each task work order shall commence upon receipt of a written Notice to Proceed from DTPW and shall be completed within the time stated in the Notice to Proceed. Task work orders cannot be assigned until this Agreement is executed and approved. The term of this Agreement is for 5 years and it cannot be extended. Task work orders must be issued within the 5-year duration of this agreement and must be completed within the 5-year term of the agreement, including task work order time extensions.

A reasonable extension of time per task work order shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the CONSULTANT's duties impossible. Such extensions of time shall not be cause for any claim by the CONSULTANT for extra compensation and the rates described in Exhibit B shall continue to apply.

#### **SECTION V - FORCE MAJEURE**

Force Majeure shall mean an act of God, epidemic, lightening, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractor, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

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

It is further agreed and stipulated that the right of any party hereto excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

#### **SECTION VI - COMPENSATION**

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

A. Lump Sum Fee

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

B. Reimbursable Expenses

The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by DTPW. Reimbursable expenses may include:

1. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.
2. Expenses for travel, transportation and subsistence outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

C. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

1. The fee for engineering services rendered by the CONSULTANT's personnel shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, in compliance with Federal Acquisition Regulation (FAR) cost principles, and in conformance with 23 CFR 172 Procurement, Management, and Administration of Engineering and Design Related Services, for the time of said personnel engaged directly in the work, as shown in Exhibit B attached.  
This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
2. The CONSULTANT shall be compensated at the rate shown in Exhibit B for the time of principals engaged directly in the work. This rate shall be applied to the time spent on requested work by the following principal:

James Stephenson

Michael Platt

Tomas Titsworth

3. Overtime work considered necessary and expressly authorized by DTPW in advance shall be compensated at time-and-a-half of the rate established by Subsection VI-C (1) hereof.

**SECTION VII - ADDITIONAL SERVICES**

Intentionally Omitted.

## **SECTION VIII - METHODS OF PAYMENT**

The COUNTY agrees to make monthly or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide copies of any records reasonably necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

### **A. Estimated Professional Fees and/or Reimbursable Expenses**

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed and/or expenses incurred.
2. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections VI-B and VI-C hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

### **B. Lump Sum Fee**

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed.
2. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

## **SECTION IX - SCHEDULE OF WORK**

The COUNTY shall have the sole right to determine on which deliverables the CONSULTANT shall precede and in what order. Written Notices to Proceed issued by DTPW shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each deliverable.

## **SECTION X - RIGHT OF DECISIONS**

All services shall be performed by the CONSULTANT to the satisfaction of DTPW who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. DTPW's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of DTPW, the CONSULTANT shall present any such objections in writing to the County Mayor. The County Mayor or the County Mayor's Designee and the CONSULTANT shall abide by the decisions of the County Mayor. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

## **SECTION XI - OWNERSHIP OF DOCUMENTS**

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

## **SECTION XII - REUSE OF DOCUMENTS**

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

## **SECTION XIII - NOTICES**

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

## **SECTION XIV - ABANDONMENT**

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects of parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services, which have been performed at the time the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

## **SECTION XV - AUDIT RIGHTS**

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made. The CONSULTANT agrees to provide copies of any records reasonably necessary to substantiate payment requests to the COUNTY. CONSULTANT is also responsible to assist the COUNTY on audits performed by FDOT.

## **SECTION XVI – SUBCONTRACTING**

The CONSULTANT shall not subcontract any work under this Agreement without the written consent of DTPW. When applicable and upon receipt of such consent in writing, the CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignments or transfer of work will be allowed. Subcontractors will need to provide consultant audit package, cost analysis, and any other negotiations documents that are requested by DTPW and FDOT.

## **SECTION XVII - WARRANTY**

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's county approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, DTPW shall have the right to annul this Agreement without liability.

## **SECTION XVIII - TERMINATION OF AGREEMENT**

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

## **SECTION XIX - DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of five (5) calendar years, unless terminated by mutual consent of the parties hereto or as provided in Section IX, Section XVII, Section XVIII, Section XX, Section XIV, and Section XXVI hereof.

## **SECTION XX - DEFAULT**

It shall be an "Event of Default" of CONSULTANT if the CONSULTANT fails to keep, observe or perform any of its obligations or duties imposed upon the CONSULTANT under this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from the County to the CONSULTANT setting forth with reasonable specificity the nature of the alleged breach; or in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, the CONSULTANT fails within said thirty (30) day period to promptly commence to pursue curing said default and thereafter fails to act with due diligence and in good faith to completely cure said default within a reasonable time. The thirty (30) day period to cure an Event of Default does not apply

to conditions affecting the safety of persons, animals, County facilities or operations as described in this Agreement.

If an Event of Default on the part of the CONSULTANT shall occur, the County, at any time after the periods set forth above and CONSULTANT has failed to cure such Event of Default within such applicable period, shall have the following rights and remedies, which are cumulative and in addition to any and all other remedies, in law or in equity, that the County may have against CONSULTANT, the County shall be entitled to:

(a) to sue CONSULTANT for all damages, costs and expenses arising from CONSULTANT's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorney's fees at both trial and appellate levels,

(b) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of this Agreement; and

(c) to terminate any and all obligations that the County may have under this Agreement, in which event the County shall be released and relieved from any and all liability under this Agreement from and after the date of such termination, except for those that expressly survive termination herein.

## **SECTION XXI - INDEMNIFICATION AND INSURANCE**

To the extent provided by law, CONSULTANT and subconsultants shall indemnify, defend, and hold harmless the County 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 CONSULTANT and subconsultants, 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 CONSULTANT and subconsultants hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT and subconsultants to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT and subconsultants 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.

The Consultant shall furnish to the Department of Transportation and Public Works, 111 NW 1<sup>st</sup> Street, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County and FDOT must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by 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.

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

## **SECTION XXII - CERTIFICATION OF WAGE RATES**

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section VI, are accurate, complete and current as of the date of this Agreement. All wages will need to be verified by payrolls. It is further agreed that said compensation should be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

## **SECTION XXIII - ORDINANCES**

The CONSULTANT agrees to abide and be governed by the COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R-385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104

(Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Resolution No. R-1206-97, superseded by Resolution No. R-702-98 (Project Fresh Start-Welfare-to-Work Initiative, Welfare Reform), Ordinance No. 98-106 (Cone of Silence), which are incorporated herein by reference, as if fully set forth herein, in connection with the CONSULTANT's obligations hereunder.

The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, FL 33101:

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

#### **SECTION XXIV – CORRECTIONS TO CONTRACT DOCUMENTS**

The CONSULTANT shall comply with the requirements of section 337.015, F.S. Claims against the consultant for time overruns and substandard work products not in conformance with contract specifications shall be vigorously pursued. The CONSULTANT shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract documents prepared by the CONSULTANT. For the purposes of this contract provision, errors or omissions are to be treated, as follows:

##### **A. Errors**

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

##### **B. Omissions**

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

To obtain such recovery, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT's insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT's insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT's insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and its insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY's right to recover same as stated above provided, however, the Parties agree that in no event shall the CONSULTANT be responsible for the cost of changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this paragraph shall not limit or preclude in any way the CONSULTANT's indemnification obligations to the COUNTY pursuant to Section XXI of this Agreement, or preclude or

limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

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

#### **SECTION XXV - AFFIRMATIVE ACTION**

The CONSULTANT's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by Miami-Dade County, Small Business Development Division and any approved update thereof, are hereby incorporated into this agreement. The CONSULTANT will try to undertake and perform the affirmative actions as specified in the plan.

#### **SECTION XXVI - DISABILITY NONDISCRIMINATION**

The CONSULTANT's attention is directed to the Miami-Dade County Resolution No. R-385-95. Pursuant to this resolution, the CONSULTANT is required to submit the Disability Nondiscrimination Affidavit attesting that the CONSULTANT complies with the requirements of the Americans with Disabilities Act (ADA) of 1990 and other laws prohibiting discrimination on the basis of disability. DTPW may declare the CONSULTANT in default of this agreement should a post contract violation of any of the acts occur.

#### **SECTION XXVII - PROMPT PAYMENT**

The CONSULTANT's attention is directed to the Miami-Dade County Ordinance No. 94-40 and the requirements of 49 CFR 26.29, providing for expedited payments. Failing to comply with the Local Government Prompt Payment Act provisions per Ch 218, Part VII, F.S., may be cause for suspension, termination, and debarment, in accordance with the terms of Miami-Dade County contract or Public Health Trust contract and debarment procedures of the Miami-Dade County.

#### **SECTION XXVIII - ENTIRETY OF AGREEMENT**

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

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

This is the Department of Transportation and Public Works (DTPW) standard Professional Services Agreement (PSA) inclusive of all of its exhibits and attachments, inclusive of Exhibit C, Local Agency Program Federal-Aid Terms for Professional Services Contracts, Form 375-040-84. Submittal of contract time and price proposal as per requirements on the Notice to Prospective Consultants (NTPC) is acknowledgement and acceptance by the CONSULTANT of the language in the Agreement. DTPW will not make any changes to the agreement except to incorporate those modifications that are necessary to reflect

the terms of the NTPC. To the extent any terms in the Agreement are in consistency with the terms of the NTPC, the NTPC documents shall govern.

#### **SECTION XXIX – E-VERIFY**

CONSULTANT 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 Agreement; and 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.

#### **SECTION XXX – PERFORMANCE EVALUATION**

At the end of each task work order, DTPW will evaluate the CONSULTANT's performance. This evaluation will become public record.

#### **SECTION XXXI CONSULTANT'S ROLE DURING CONSTRUCTION**

CONSULTANT shall not be responsible during construction of the projects subject to this agreement for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the projects subject to this agreement in accordance with the contract documents or violation of any safety laws, regulations or laws.

No member, officer or employee of the CONSULTANT or subcontractor during their tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

For the Board of County Commissioners, Miami-Dade County, Florida

HARVEY RUVIN, CLERK OF THE BOARD

By: \_\_\_\_\_

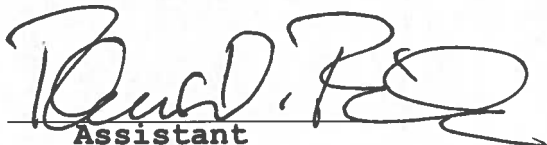
By: \_\_\_\_\_

County Mayor

ATTEST:

**CHA Consulting** \_\_\_\_\_, Inc.

A New York Corporation

By:   
**Assistant**  
Corporate Secretary

By:   
**Executive Vice**  
President

Approved as to form and legal sufficiency.



\_\_\_\_\_  
Assistant County Attorney

# EXHIBIT A

## Requirements for Phase Development and Submittals

## **EXHIBIT "A"**

### **Requirements for Phase Development and Submittals**

#### **Preliminary Design Phase**

- Recommendations for implementation of the MPO's Preliminary Design Report based on existing field condition documentation.

- Proposed variations to the MPO's Preliminary Design Report.
- Typical Section(s) (as required)
- Preliminary Opinion of Probable Construction Cost

#### **30% Phase**

- Traffic Analysis (as required)
- Cover sheet
- Back of Sidewalk Profiles
- Typical Section(s)
- Plan and Profiles (Proposed horizontal road layout to include existing topography & utilities, R/W, geometry, survey reference points; Vertical layout to include existing and proposed PGL & utilities)(as required)
- Cross Sections (existing and proposed)(as required)
- Coordination with applicable jurisdictional permitting agencies
- Value Engineering (Applies for projects > \$5,000,000)

#### **60% Phase**

- Substantial completion of items submitted at 30%.
- General Notes (edited)
- Plan and Profile (Drainage structures and Exfiltration Trench)(as required)
- Drainage Report (final)(as required)
- Drainage Structures Sheets (showing utilities)(as required)
- Summary of Pay Items
- Special Profiles
- Pavement markings & signing and notes(without complete tabulation of quantities)
- Signalization plans (Mast arm data, FPL and AT&T service points, details and notes) (without complete tabulation of quantities)(as required)

- Lighting plans (Pole and conduit layout, pole data, schematic wiring diagram, FPL service points, details, notes and report) (without complete tabulation of quantities)(as required)
- Tree Removal/Relocation plan (without details) (as required)
- Submittal to applicable jurisdictional agencies for review and approval/permits
- Opinion of Probable Construction Cost

#### 90% Phase

- Substantial completion of items submitted at 60%.
- Miscellaneous details and tabulation of quantities (roadway, drainage, lighting, marking and signage, signalization, etc.)
- Maintenance of traffic/Phasing plans (typical sections and notes)
- Opinion of Probable Construction Cost

#### 100% Phase

- Complete design to reflect the review comments from the 90% phase
- Opinion of Probable Construction Cost

#### Project Final Submittal Requirements

- Final design to reflect the review comments from the 100% submittal
- One set of half size (11"x17") mylar originals (4 mil thick) w/ signed coversheet
- CAD Files
- Computation Books
- Drainage Report (signed and sealed) (as required)
- Lighting Report (signed and sealed) (as required)
- Final Opinion of Probable Construction Cost
- Four half size sets (11"x17") of plans (signed and sealed)

# EXHIBIT B

## Summary Table of Loaded Rates per Job Classification and Company

## Exhibit B

Project Number: E20-DTPW-03

CHA Consulting, Inc.

**Rates provided below are loaded rates; no multipliers will be added to these rates.**

| Consultant              | Item                                                        | Unit  | Rate   |
|-------------------------|-------------------------------------------------------------|-------|--------|
| CHA Consulting, Inc.    | CEI Assist Proj Administrator/Project Engineer Home         | HOURL | 141.99 |
| CHA Consulting, Inc.    | CEI Project Administrator/CEI Project Engineer Home         | HOURL | 183.80 |
| CHA Consulting, Inc.    | Chief Designer Home                                         | HOURL | 136.53 |
| CHA Consulting, Inc.    | Chief Engineer 1 Home                                       | HOURL | 220.85 |
| CHA Consulting, Inc.    | Chief Engineer 2 Home                                       | HOURL | 259.98 |
| CHA Consulting, Inc.    | Engineer 1 Home                                             | HOURL | 145.40 |
| CHA Consulting, Inc.    | Engineering Intern Home                                     | HOURL | 116.68 |
| CHA Consulting, Inc.    | Project Manager 2 Home                                      | HOURL | 196.90 |
| CHA Consulting, Inc.    | Project Manager 3 Home                                      | HOURL | 301.92 |
| CHA Consulting, Inc.    | Senior Designer Home                                        | HOURL | 96.74  |
| CHA Consulting, Inc.    | Senior Electrical Engineer Home                             | HOURL | 148.00 |
| CHA Consulting, Inc.    | Senior Engineer 1 Home                                      | HOURL | 221.94 |
| CHA Consulting, Inc.    | Senior Engineer 2 Home                                      | HOURL | 193.76 |
| CHA Consulting, Inc.    | Senior Engineering Technician Home                          | HOURL | 91.31  |
| CHA Consulting, Inc.    | Senior Utility Coordinator Home                             | HOURL | 152.20 |
| Geosol, Inc.            | 212-Asphalt Pvmnt Coring - 6in dia without Base Depth Check | Each  | 103.44 |
| Geosol, Inc.            | 415-Geo Double Ring Infiltration ASTM D3385                 | Each  | 451.24 |
| Geosol, Inc.            | 427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft             | Each  | 36.36  |
| Geosol, Inc.            | 428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft           | Each  | 41.62  |
| Geosol, Inc.            | 432-Geo Field Perm 0-10 Ft Open-End Borehole Method         | Each  | 330.17 |
| Geosol, Inc.            | 433-Geo Field Perm 10-25Ft Open-End Borehole Method         | Each  | 423.92 |
| Geosol, Inc.            | 440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft              | LF    | 5.31   |
| Geosol, Inc.            | 441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft            | LF    | 6.21   |
| Geosol, Inc.            | 478-Geo SPT Truck/Mud Bug 0-50 Ft                           | LF    | 14.01  |
| Geosol, Inc.            | 479-Geo SPT Truck/Mud Bug 50-100 Ft                         | LF    | 16.05  |
| Geosol, Inc.            | 488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft               | LF    | 8.16   |
| Geosol, Inc.            | 489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft             | LF    | 9.05   |
| Geosol, Inc.            | 612-Mobilization Drill Rig Truck Mount                      | Each  | 415.38 |
| Geosol, Inc.            | 700-MOT Arrow Board                                         | Each  | 41.52  |
| Geosol, Inc.            | 701-MOT Attenuator Truck                                    | Hour  | 147.78 |
| Geosol, Inc.            | 702-MOT Channelizing Devices - Type I, II, VP, Drum (each)  | Each  | 2.24   |
| Geosol, Inc.            | 704-MOT Portable Changeable Message Sign (PCMS)             | Each  | 161.51 |
| Geosol, Inc.            | 712-MOT Support Vehicle                                     | Hour  | 53.86  |
| Geosol, Inc.            | 805-Soils Corrosion Series FM 5-550 through 5-553           | Test  | 155.17 |
| Geosol, Inc.            | 812-Soils Materials Finer than 200 Sieve FM 1-T011          | Test  | 33.98  |
| Geosol, Inc.            | 817-Soils Moisture Content Laboratory AASHTO T265           | Test  | 12.24  |
| Geosol, Inc.            | 819-Soils Organic Content Ignition FM 1 T-267               | Test  | 37.89  |
| Geosol, Inc.            | 822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)    | Test  | 56.02  |
| Geosol, Inc.            | 826-Soils Plastic Limit & Plasticity Index AASHTO T90       | Test  | 47.59  |
| Geosol, Inc.            | MAT CADD/Computer Technician Home                           | HOURL | 68.64  |
| Geosol, Inc.            | MAT Chief Engineer Home                                     | HOURL | 183.40 |
| Geosol, Inc.            | MAT Engineer Home                                           | HOURL | 106.68 |
| Geosol, Inc.            | MAT Engineer Intern Home                                    | HOURL | 85.07  |
| Geosol, Inc.            | MAT Secretary/Clerical Home                                 | HOURL | 66.32  |
| Geosol, Inc.            | MAT Senior Engineer Home                                    | HOURL | 143.71 |
| Geosol, Inc.            | MAT Senior Engineering Technician Home                      | HOURL | 91.35  |
| GSLA Design, Inc.       | Landscape Architect Home                                    | HOURL | 90.82  |
| GSLA Design, Inc.       | Landscape CADD Designer                                     | Hour  | 100.00 |
| GSLA Design, Inc.       | Landscape Designer/Landscape Planner Home                   | HOURL | 85.85  |
| GSLA Design, Inc.       | Landscape Project Manager                                   | Hour  | 175.00 |
| GSLA Design, Inc.       | Principal Landscape Architect                               | Hour  | 225.00 |
| HBC Engineering Company | CADD/Computer Technician Home                               | HOURL | 110.05 |
| HBC Engineering Company | Chief Engineer 1 Home                                       | HOURL | 322.29 |
| HBC Engineering Company | Community Outreach Specialist Home                          | HOURL | 117.91 |
| HBC Engineering Company | Electrical Engineer Home                                    | HOURL | 226.75 |
| HBC Engineering Company | Engineer 1 Home                                             | HOURL | 188.97 |
| HBC Engineering Company | Engineer 2 Home                                             | HOURL | 283.46 |

|                                                   |                                      |      |         |
|---------------------------------------------------|--------------------------------------|------|---------|
| HBC Engineering Company                           | Engineering Intern Home              | Hour | 145.94  |
| HBC Engineering Company                           | Engineering Technician Home          | Hour | 119.05  |
| HBC Engineering Company                           | Graphic Designer Home                | Hour | 124.71  |
| HBC Engineering Company                           | Senior Designer Home                 | Hour | 232.48  |
| HBC Engineering Company                           | Senior Electrical Engineer Home      | Hour | 283.46  |
| HBC Engineering Company                           | Senior Engineer 1 Home               | Hour | 269.27  |
| HBC Engineering Company                           | Senior Engineer 2 Home               | Hour | 269.35  |
| HBC Engineering Company                           | Senior Environmental Specialist Home | Hour | 283.46  |
| HBC Engineering Company                           | Senior Planner Home                  | Hour | 302.33  |
| HBC Engineering Company                           | Senior Utility Coordinator Home      | Hour | 207.84  |
| HBC Engineering Company                           | Transportation Data Analyst Home     | Hour | 141.73  |
| HBC Engineering Company                           | Transportation Data Scientist Home   | Hour | 179.50  |
| HBC Engineering Company                           | Transportation Data Technician Home  | Hour | 130.37  |
| HBC Engineering Company                           | Utility Coordinator Home             | Hour | 119.05  |
| Longitude Surveyors, LLC                          | 2 Person Survey Crew (8 Hour Rate)   | Day  | 1240.88 |
| Longitude Surveyors, LLC                          | 2 SUE Crew (8 Hour Rate)             | Day  | 1391.68 |
| Longitude Surveyors, LLC                          | 3 Person SUE Crew (8 Hour Rate)      | Day  | 1867.20 |
| Longitude Surveyors, LLC                          | 3 Person Survey Crew (8 Hour Rate)   | Day  | 1716.40 |
| Longitude Surveyors, LLC                          | 4 Person SUE Crew (8 Hour Rate)      | Day  | 2342.72 |
| Longitude Surveyors, LLC                          | 4 Person Survey Crew                 | Day  | 2191.92 |
| Longitude Surveyors, LLC                          | Instrument Person                    | Hour | 68.13   |
| Longitude Surveyors, LLC                          | Party Chief                          | Hour | 86.98   |
| Longitude Surveyors, LLC                          | Rod Person                           | Hour | 59.44   |
| Longitude Surveyors, LLC                          | Senior Surveyor 1                    | Hour | 115.97  |
| Longitude Surveyors, LLC                          | Senior Surveyor 2                    | Hour | 181.21  |
| Longitude Surveyors, LLC                          | SUE Technician 2                     | Hour | 72.48   |
| Longitude Surveyors, LLC                          | SUE Technician 3                     | Hour | 101.48  |
| Longitude Surveyors, LLC                          | SUR Chief Surveyor Home              | Hour | 260.94  |
| Longitude Surveyors, LLC                          | SUR Chief Surveyor/Principal         | Hour | 260.94  |
| Longitude Surveyors, LLC                          | SUR Crew Chief Home                  | Hour | 86.98   |
| Longitude Surveyors, LLC                          | SUR Field Crew Supervisor I          | Hour | 130.47  |
| Longitude Surveyors, LLC                          | SUR Field Crew Supervisor I Home     | Hour | 130.47  |
| Longitude Surveyors, LLC                          | SUR Instrument Operator Home         | Hour | 68.13   |
| Longitude Surveyors, LLC                          | SUR Rod Person Home                  | Hour | 59.44   |
| Longitude Surveyors, LLC                          | SUR Secretary/Clerical Home          | Hour | 95.62   |
| Longitude Surveyors, LLC                          | SUR Senior Surveyor 1 Home           | Hour | 115.97  |
| Longitude Surveyors, LLC                          | SUR Senior Surveyor 2 Home           | Hour | 181.21  |
| Longitude Surveyors, LLC                          | SUR SUE Technician 2 Home            | Hour | 72.48   |
| Longitude Surveyors, LLC                          | SUR SUE Technician 3 Home            | Hour | 101.48  |
| Longitude Surveyors, LLC                          | SUR Survey/GIS/SUE Analyst 2         | Hour | 79.73   |
| Longitude Surveyors, LLC                          | SUR Survey/GIS/SUE Analyst 2 Home    | Hour | 79.73   |
| Longitude Surveyors, LLC                          | SUR Survey/GIS/SUE Analyst 3         | Hour | 152.88  |
| Longitude Surveyors, LLC                          | SUR Survey/GIS/SUE Analyst 3 Home    | Hour | 152.88  |
| V3 Architectural Group, Inc.                      | Architect Home                       | Hour | 70.50   |
| V3 Architectural Group, Inc.                      | CADD/Computer Technician Home        | Hour | 62.04   |
| V3 Architectural Group, Inc.                      | Design Intern Home                   | Hour | 50.76   |
| V3 Architectural Group, Inc.                      | Designer Home                        | Hour | 64.86   |
| V3 Architectural Group, Inc.                      | Planner Home                         | Hour | 62.04   |
| V3 Architectural Group, Inc.                      | Project Architect Home               | Hour | 120.58  |
| V3 Architectural Group, Inc.                      | Project Manager 1 Home               | Hour | 120.58  |
| V3 Architectural Group, Inc.                      | Project Manager 2 Home               | Hour | 120.58  |
| V3 Architectural Group, Inc.                      | Project Manager 3 Home               | Hour | 84.60   |
| V3 Architectural Group, Inc.                      | Senior Architect Home                | Hour | 84.60   |
| V3 Architectural Group, Inc.                      | Senior Designer Home                 | Hour | 90.24   |
| WOOD Environment & Infrastructure Solutions, Inc. | Project Manager 2 Home               | Hour | 198.63  |
| WOOD Environment & Infrastructure Solutions, Inc. | Project Manager 3 Home               | Hour | 240.98  |
| WOOD Environment & Infrastructure Solutions, Inc. | Senior Engineer 1 Home               | Hour | 132.35  |
| WOOD Environment & Infrastructure Solutions, Inc. | Senior Engineer 2 Home               | Hour | 111.16  |

# EXHIBIT C

Local Agency Program Federal-Aid Terms for  
Professional Services Contracts  
Form 375-040-84

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

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

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency 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. 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 Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency 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 Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. 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.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs 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.
- F. 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 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.
- G. 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.
- H. Information and Reports: The Consultant will 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 Local Agency, 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 Local Agency, 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.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, 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.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, 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 subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. 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).
- L. 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.
- M. 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.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement 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."

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- O. 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.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency 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 Local Agency. 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.

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Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, 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 Local Agency 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.

R. 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 Local Agency, 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.

S. The Consultant 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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.

**NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT**  
**MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**  
**CONTINUING SERVICES CONTRACT FOR ENGINEERING AND DESIGN RELATED PROFESSIONAL**  
**SERVICES**  
**ISD PROJECT NO. E20-DTPW-03, DTPW PROJECT NO. 20200142**

THIS NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT, [the “Agreement”] by and between Miami-Dade County, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as “COUNTY”], and Kimley-Horn & Associates Inc, a Florida Corporation, hereinafter referred to as the “CONSULTANT”.

**WITNESSETH:**

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the attached NTPC and all its associated requirements.

**SECTION I - COUNTY OBLIGATIONS**

The Department of Transportation and Public Works [hereinafter sometimes referred to as “DTPW”] shall furnish to the CONSULTANT any plans and other data available in the Miami-Dade County records pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

This Professional Services Agreement is a task work order assignment type agreement. The total cumulative cost of services of this agreement cannot exceed \$1,500,000 per CONSULTANT. DTPW shall issue written authorization of a Notice to Proceed for each task work order to the CONSULTANT for work to be performed on behalf of this Professional Service Agreement subject to project specific task work order.

No member, officer or employee of DTPW or of the locality during their tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**SECTION II – TASK WORK ORDER AWARD**

The Department will furnish to the CONSULTANTS a project specific scope specifying the services to be performed under each task work order. The CONSULTANT shall submit a qualifications proposal based on the project scope for evaluation by the client department selection team. No payment shall be made for the CONSULTANT’S time or services in connection with the preparation of any such proposal.

Task work orders will be awarded through an additional qualification selection based on a) Capabilities of the team; b) Experience on similar projects; c) Schedule, availability of staff; and d) Familiarity with the infrastructure. Each consultant may exercise their right to refuse an assigned task work order by submitting a written Right of Refusal letter to the project manager within five (5) business days.

The Department shall attempt to negotiate project staff hours with the firm that was ranked first by the client department selection team. Negotiations are limited to only project hours focusing on each job classification and estimated staff hours associated with the scope services and that are determined to be fair, competitive, and reasonable.

Should the Department be unable to negotiate satisfactory contract hours deemed to be fair, competitive, and reasonable with the first ranked firm negotiations will be terminated and the Department will then undertake negotiations with the second ranked firm. Failing accord with this firm, such negotiations shall terminate, and negotiations shall then undertake negotiations with the firm ranked third by the Department and continue until a satisfactory contract is reached.

Upon successful negotiations of the staff hours the Department will prepare the task work order with the time for completion of the task assignment, noting all services performed under the task work order, deliverables, the negotiated staff hours, level of staffing and job classification, and fees. The task work order will be executed by the Department and the Consulting firm. After successful execution of the task work order a Notice to proceed will be issued by DTPW.

DTPW will issue a Notice to Proceed with task work order. The Notice will contain the agreed upon the scope, time for completion, estimated man hours and fee for services to be rendered pursuant to this Agreement. Fees based on consultant audited rates and multipliers (which include overhead, direct expense, FCCM, operating margin) attached under Exhibit B of this agreement, previously presented by your firm.

This Agreement is valid for 5 years as specified in the NTPC. The services to be rendered for each task work order will be completed within the time period specified in each task work order assignment. All task work orders performed under this agreement must be completed within five years from the execution date of this agreement.

### **SECTION III - PROFESSIONAL SERVICES – NOTICE TO PROCEED**

Upon receipt of Notice to Proceed with the task work order, from DTPW, the CONSULTANT agrees to perform professional services associated with the requested task work order, in accordance with the negotiated terms of the applicable Notice to Proceed, the conditions of the NTPC and the conditions of this Agreement. The standard of care applicable to CONSULTANT's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Said services may include, but shall not necessarily be limited to the following:

#### **A. Preliminary Design Phase**

Upon receipt of written authorization from DTPW to proceed with the task work order of the project, the CONSULTANT shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the COUNTY a plan containing recommendations for implementation and project feasibility. CONSULTANT shall observe the following requirements:

1. Complete the work on the project within the time allowed by always maintaining adequate staff of qualified personnel on the work.
2. Comply with all Federal, State, and local laws or ordinances applicable to the work, including compliance with the FHWA requirements.

3. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
4. Report the status of the project to the Director or designee upon request and hold all drawings, calculations and related work open to the inspection of the Director or her authorized agent at any time.
5. Submit to the Director or designee one (1) review copy of the report for the project. Upon approval, furnish the COUNTY with two (2) copies of the final phase report. The quality and legibility of all copies shall meet the approval of the Director or designee.

B. Design Phase

Upon receipt of written authorization from DTPW to proceed with the task work order of the project, the CONSULTANT shall prepare preliminary Engineering data, including sketches and drawings, based on recommendations from the Initial Design Phase; perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the COUNTY in obtaining approval of preliminary design work from any local, state or federal agency having an interest in the project. The CONSULTANT shall prepare sets of contract documents including plans, supporting engineering analysis, calculations, and other technical documents in accordance with County and FDOT policy, procedures and requirements, to be used for the receipt of bids, which shall include, but not limited to, development of design plans for the construction of identified improvements which may include but not be limited to sidewalks, ramps, bicycle facilities, traffic calming devices, signs, signalization, pavement markings, roadway cross section modifications such as additional on-street parking, curb and gutters and storm drainage system, roadway lighting. These contract documents will be used by contractors to build each project and will be used by the County, or its Construction Engineering Inspection (CEI) representatives, to act as the County Engineer of Record (EOR) to aid with shop drawings approval, inspection and final acceptance of projects.

To accomplish the work described under this phase, the CONSULTANT shall observe the Following:

1. Complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel at all times.
2. Comply with all Federal, State and local laws and ordinances applicable to the project design.
3. Prepare and obtain any required permits with County, State or Federal agencies among others. In addition, the CONSULTANT shall apply and obtain all required environmental permits, completing all assessments required by the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act using qualified professionals to coordinate with regulatory and resource agencies for permitting.
4. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
5. Prior to final approval by the Director or designee, complete a preliminary check of construction plans through any County, City, State, or Federal agency from which a permit or other approval is required.
6. Cooperate fully with the COUNTY to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The CONSULTANT will assist the COUNTY in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The CONSULTANT shall provide two sets of prints for each utility company prior to the meeting. The CONSULTANT shall be responsible for preparation and distribution of meeting minutes. The CONSULTANT shall provide adequate design and coordination to accommodate utilities with the objective of mitigating any claims and delays during construction.

7. Report the status of the project to the Director or designee upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
8. Submit to the Director or designee two final sets of check prints for the project at the 30%, 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with four (4) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, 11"x17" Mylar stock (4 mils thick with signed Cover Sheet), CAD electronic files in a format approved by the COUNTY, drainage report, and all computation books. The quality and legibility of all prints shall meet the approval of the Director or designee. At a minimum, the construction Documents shall consist of the following as outlined in Exhibit A:
  - Cover Sheet
  - Typical Section (as required)
  - Summary of Quantities
  - Plan and Profiles
  - Drainage Structures (as required)
  - Lighting Plans (as required)
  - Marking and Signing Plans
  - Signalization Plans
  - Maintenance of Traffic / Construction Phasing Plans.
9. Prepare and submit to the COUNTY an Opinion of Probable Construction Cost, at the 60%, 90% and 100% completion milestones of the proposed project design.
10. The CONSULTANT agrees that the quality of the work performed by the CONSULTANT and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services.
11. The CONSULTANT agrees to provide upon request, a certified payroll of employees performing work under this Agreement, as reported to the IRS.
12. The CONSULTANT agrees to provide employees performing work under this Agreement with health care benefits.

C. Construction Phase

The CONSULTANT agrees to provide the following services during the Construction Phase of the project, as requested by the COUNTY:

1. Attendance at pre-bid and pre-construction meetings.
2. Periodic general engineering Consultation and advice.
3. Review and approval of shop drawings.
4. Response to Contractors Request for Information (RFIs) during pre-bid and during construction.

#### **SECTION IV - TIME FOR COMPLETION**

The services to be rendered by the CONSULTANT for each task work order shall commence upon receipt of a written Notice to Proceed from DTPW and shall be completed within the time stated in the Notice to Proceed. Task work orders cannot be assigned until this Agreement is executed and approved. The term of this Agreement is for 5 years and it cannot be extended. Task work orders must be issued within the 5-year duration of this agreement and must be completed within the 5-year term of the agreement, including task work order time extensions.

A reasonable extension of time per task work order shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the CONSULTANT's duties impossible. Such extensions of time shall not be cause for any claim by the CONSULTANT for extra compensation and the rates described in Exhibit B shall continue to apply.

#### **SECTION V - FORCE MAJEURE**

Force Majeure shall mean an act of God, epidemic, lightening, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractor, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

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

It is further agreed and stipulated that the right of any party hereto excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

#### **SECTION VI - COMPENSATION**

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

A. Lump Sum Fee

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

B. Reimbursable Expenses

The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by DTPW. Reimbursable expenses may include:

1. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.
2. Expenses for travel, transportation and subsistence outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

C. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

1. The fee for engineering services rendered by the CONSULTANT's personnel shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, in compliance with Federal Acquisition Regulation (FAR) cost principles, and in conformance with 23 CFR 172 Procurement, Management, and Administration of Engineering and Design Related Services, for the time of said personnel engaged directly in the work, as shown in Exhibit B attached.  
This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
2. The CONSULTANT shall be compensated at the rate shown in Exhibit B for the time of principals engaged directly in the work. This rate shall be applied to the time spent on requested work by the following principal: Mr. David Walthall
3. Overtime work considered necessary and expressly authorized by DTPW in advance shall be compensated at time-and-a-half of the rate established by Subsection VI-C (1) hereof.

**SECTION VII - ADDITIONAL SERVICES**

Intentionally Omitted.

## **SECTION VIII - METHODS OF PAYMENT**

The COUNTY agrees to make monthly or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide copies of any records reasonably necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

### **A. Estimated Professional Fees and/or Reimbursable Expenses**

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed and/or expenses incurred.
2. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections VI-B and VI-C hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

### **B. Lump Sum Fee**

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed.
2. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

## **SECTION IX - SCHEDULE OF WORK**

The COUNTY shall have the sole right to determine on which deliverables the CONSULTANT shall precede and in what order. Written Notices to Proceed issued by DTPW shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each deliverable.

## **SECTION X - RIGHT OF DECISIONS**

All services shall be performed by the CONSULTANT to the satisfaction of DTPW who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. DTPW's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of DTPW, the CONSULTANT shall present any such objections in writing to the County Mayor. The County Mayor or the County Mayor's Designee and the CONSULTANT shall abide by the decisions of the County Mayor. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

## **SECTION XI - OWNERSHIP OF DOCUMENTS**

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

## **SECTION XII - REUSE OF DOCUMENTS**

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

## **SECTION XIII - NOTICES**

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

## **SECTION XIV - ABANDONMENT**

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects of parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services, which have been performed at the time the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

## **SECTION XV - AUDIT RIGHTS**

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made. The CONSULTANT agrees to provide copies of any records reasonably necessary to substantiate payment requests to the COUNTY. CONSULTANT is also responsible to assist the COUNTY on audits performed by FDOT.

## **SECTION XVI – SUBCONTRACTING**

The CONSULTANT shall not subcontract any work under this Agreement without the written consent of DTPW. When applicable and upon receipt of such consent in writing, the CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignments or transfer of work will be allowed. Subcontractors will need to provide consultant audit package, cost analysis, and any other negotiations documents that are requested by DTPW and FDOT.

#### **SECTION XVII - WARRANTY**

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's county approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, DTPW shall have the right to annul this Agreement without liability.

#### **SECTION XVIII - TERMINATION OF AGREEMENT**

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

#### **SECTION XIX - DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of five (5) calendar years, unless terminated by mutual consent of the parties hereto or as provided in Section IX, Section XVII, Section XVIII, Section XX, Section XIV, and Section XXVI hereof.

#### **SECTION XX - DEFAULT**

It shall be an "Event of Default" of CONSULTANT if the CONSULTANT fails to keep, observe or perform any of its obligations or duties imposed upon the CONSULTANT under this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from the County to the CONSULTANT setting forth with reasonable specificity the nature of the alleged breach; or in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, the CONSULTANT fails within said thirty (30) day period to promptly commence to pursue curing said default and thereafter fails to act with due diligence and in good faith to completely cure said default within a reasonable time. The thirty (30) day period to cure an Event of Default does not apply

to conditions affecting the safety of persons, animals, County facilities or operations as described in this Agreement.

If an Event of Default on the part of the CONSULTANT shall occur, the County, at any time after the periods set forth above and CONSULTANT has failed to cure such Event of Default within such applicable period, shall have the following rights and remedies, which are cumulative and in addition to any and all other remedies, in law or in equity, that the County may have against CONSULTANT, the County shall be entitled to:

(a) to sue CONSULTANT for all damages, costs and expenses arising from CONSULTANT's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorney's fees at both trial and appellate levels,

(b) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of this Agreement; and

(c) to terminate any and all obligations that the County may have under this Agreement, in which event the County shall be released and relieved from any and all liability under this Agreement from and after the date of such termination, except for those that expressly survive termination herein.

## **SECTION XXI - INDEMNIFICATION AND INSURANCE**

To the extent provided by law, CONSULTANT and subconsultants shall indemnify, defend, and hold harmless the County 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 CONSULTANT and subconsultants, 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 CONSULTANT and subconsultants hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT and subconsultants to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT and subconsultants 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.

The Consultant shall furnish to the Department of Transportation and Public Works, 111 NW 1<sup>st</sup> Street, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County and FDOT must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by 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.

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

## **SECTION XXII - CERTIFICATION OF WAGE RATES**

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section VI, are accurate, complete and current as of the date of this Agreement. All wages will need to be verified by payrolls. It is further agreed that said compensation should be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

## **SECTION XXIII - ORDINANCES**

The CONSULTANT agrees to abide and be governed by the COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R-385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104

(Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Resolution No. R-1206-97, superseded by Resolution No. R-702-98 (Project Fresh Start-Welfare-to-Work Initiative, Welfare Reform), Ordinance No. 98-106 (Cone of Silence), which are incorporated herein by reference, as if fully set forth herein, in connection with the CONSULTANT's obligations hereunder.

The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, FL 33101:

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

#### **SECTION XXIV – CORRECTIONS TO CONTRACT DOCUMENTS**

The CONSULTANT shall comply with the requirements of section 337.015, F.S. Claims against the consultant for time overruns and substandard work products not in conformance with contract specifications shall be vigorously pursued. The CONSULTANT shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract documents prepared by the CONSULTANT. For the purposes of this contract provision, errors or omissions are to be treated, as follows:

##### **A. Errors**

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

##### **B. Omissions**

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

To obtain such recovery, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT's insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT's insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT's insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and its insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY's right to recover same as stated above provided, however, the Parties agree that in no event shall the CONSULTANT be responsible for the cost of changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this paragraph shall not limit or preclude in any way the CONSULTANT's indemnification obligations to the COUNTY pursuant to Section XXI of this Agreement, or preclude or

limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

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

#### **SECTION XXV - AFFIRMATIVE ACTION**

The CONSULTANT's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by Miami-Dade County, Small Business Development Division and any approved update thereof, are hereby incorporated into this agreement. The CONSULTANT will try to undertake and perform the affirmative actions as specified in the plan.

#### **SECTION XXVI - DISABILITY NONDISCRIMINATION**

The CONSULTANT's attention is directed to the Miami-Dade County Resolution No. R-385-95. Pursuant to this resolution, the CONSULTANT is required to submit the Disability Nondiscrimination Affidavit attesting that the CONSULTANT complies with the requirements of the Americans with Disabilities Act (ADA) of 1990 and other laws prohibiting discrimination on the basis of disability. DTPW may declare the CONSULTANT in default of this agreement should a post contract violation of any of the acts occur.

#### **SECTION XXVII - PROMPT PAYMENT**

The CONSULTANT's attention is directed to the Miami-Dade County Ordinance No. 94-40 and the requirements of 49 CFR 26.29, providing for expedited payments. Failing to comply with the Local Government Prompt Payment Act provisions per Ch 218, Part VII, F.S., may be cause for suspension, termination, and debarment, in accordance with the terms of Miami-Dade County contract or Public Health Trust contract and debarment procedures of the Miami-Dade County.

#### **SECTION XXVIII - ENTIRETY OF AGREEMENT**

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

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

This is the Department of Transportation and Public Works (DTPW) standard Professional Services Agreement (PSA) inclusive of all of its exhibits and attachments, inclusive of Exhibit C, Local Agency Program Federal-Aid Terms for Professional Services Contracts, Form 375-040-84. Submittal of contract time and price proposal as per requirements on the Notice to Prospective Consultants (NTPC) is acknowledgement and acceptance by the CONSULTANT of the language in the Agreement. DTPW will not make any changes to the agreement except to incorporate those modifications that are necessary to reflect

the terms of the NTPC. To the extent any terms in the Agreement are in consistency with the terms of the NTPC, the NTPC documents shall govern.

#### **SECTION XXIX – E-VERIFY**

CONSULTANT 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 Agreement; and 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.

#### **SECTION XXX – PERFORMANCE EVALUATION**

At the end of each task work order, DTPW will evaluate the CONSULTANT's performance. This evaluation will become public record.

#### **SECTION XXXI CONSULTANT'S ROLE DURING CONSTRUCTION**

CONSULTANT shall not be responsible during construction of the projects subject to this agreement for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the projects subject to this agreement in accordance with the contract documents or violation of any safety laws, regulations or laws.

No member, officer or employee of the CONSULTANT or subcontractor during their tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

ATTEST:

For the Board of County Commissioners, Miami-Dade County, Florida

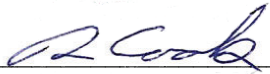
LUIS MONTALDO, CLERK AD INTERIM

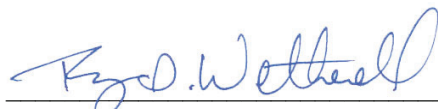
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Mayor

ATTEST:

Kimley-Horn and Associates \_\_\_\_\_, Inc.  
A Florida Corporation

By:   
Corporate Secretary

By:   
Vice President

(CORPORATE SEAL)

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Assistant County Attorney



# EXHIBIT A

## Requirements for Phase Development and Submittals

## **EXHIBIT "A"**

### **Requirements for Phase Development and Submittals**

#### **Preliminary Design Phase**

- Recommendations for implementation of the MPO's Preliminary Design Report based on existing field condition documentation.

- Proposed variations to the MPO's Preliminary Design Report.
- Typical Section(s) (as required)
- Preliminary Opinion of Probable Construction Cost

#### **30% Phase**

- Traffic Analysis (as required)
- Cover sheet
- Back of Sidewalk Profiles
- Typical Section(s)
- Plan and Profiles (Proposed horizontal road layout to include existing topography & utilities, R/W, geometry, survey reference points; Vertical layout to include existing and proposed PGL & utilities)(as required)
- Cross Sections (existing and proposed)(as required)
- Coordination with applicable jurisdictional permitting agencies
- Value Engineering (Applies for projects > \$5,000,000)

#### **60% Phase**

- Substantial completion of items submitted at 30%.
- General Notes (edited)
- Plan and Profile (Drainage structures and Exfiltration Trench)(as required)
- Drainage Report (final)(as required)
- Drainage Structures Sheets (showing utilities)(as required)
- Summary of Pay Items
- Special Profiles
- Pavement markings & signing and notes(without complete tabulation of quantities)
- Signalization plans (Mast arm data, FPL and AT&T service points, details and notes) (without complete tabulation of quantities)(as required)

- Lighting plans (Pole and conduit layout, pole data, schematic wiring diagram, FPL service points, details, notes and report) (without complete tabulation of quantities)(as required)
- Tree Removal/Relocation plan (without details) (as required)
- Submittal to applicable jurisdictional agencies for review and approval/permits
- Opinion of Probable Construction Cost

#### 90% Phase

- Substantial completion of items submitted at 60%.
- Miscellaneous details and tabulation of quantities (roadway, drainage, lighting, marking and signage, signalization, etc.)
- Maintenance of traffic/Phasing plans (typical sections and notes)
- Opinion of Probable Construction Cost

#### 100% Phase

- Complete design to reflect the review comments from the 90% phase
- Opinion of Probable Construction Cost

#### Project Final Submittal Requirements

- Final design to reflect the review comments from the 100% submittal
- One set of half size (11"x17") mylar originals (4 mil thick) w/ signed coversheet
- CAD Files
- Computation Books
- Drainage Report (signed and sealed) (as required)
- Lighting Report (signed and sealed) (as required)
- Final Opinion of Probable Construction Cost
- Four half size sets (11"x17") of plans (signed and sealed)

# EXHIBIT B

## Summary Table of Loaded Rates per Job Classification and Company

## Exhibit B

Project Number: E20-DTPW-03  
Kimley-Horn and Associates, Inc.

**Rates provided below are loaded rates; no multipliers will be added to these rates.**

| Consultant                       | Item                                                        | Unit  | Rate     |
|----------------------------------|-------------------------------------------------------------|-------|----------|
| Kimley-Horn and Associates, Inc. | Chief Designer Home                                         | HOURL | \$221.23 |
| Kimley-Horn and Associates, Inc. | Chief Engineer 1 Home                                       | HOURL | \$313.27 |
| Kimley-Horn and Associates, Inc. | Chief Engineer 2 Home                                       | HOURL | \$342.36 |
| Kimley-Horn and Associates, Inc. | Chief Planner Home                                          | HOURL | \$305.96 |
| Kimley-Horn and Associates, Inc. | Chief Scientist Home                                        | HOURL | \$234.41 |
| Kimley-Horn and Associates, Inc. | Design Intern Home                                          | HOURL | \$70.78  |
| Kimley-Horn and Associates, Inc. | Electrical Engineer Home                                    | HOURL | \$206.94 |
| Kimley-Horn and Associates, Inc. | Engineer 1 Home                                             | HOURL | \$168.28 |
| Kimley-Horn and Associates, Inc. | Engineer 2 Home                                             | HOURL | \$224.67 |
| Kimley-Horn and Associates, Inc. | Engineering Intern Home                                     | HOURL | \$157.94 |
| Kimley-Horn and Associates, Inc. | Engineering Technician Home                                 | HOURL | \$105.36 |
| Kimley-Horn and Associates, Inc. | Environmental Specialist Home                               | HOURL | \$158.47 |
| Kimley-Horn and Associates, Inc. | Graphic Designer Home                                       | HOURL | \$167.24 |
| Kimley-Horn and Associates, Inc. | Landscape Architect Home                                    | HOURL | \$166.09 |
| Kimley-Horn and Associates, Inc. | Landscape Architect Intern Home                             | HOURL | \$115.06 |
| Kimley-Horn and Associates, Inc. | Landscape Designer/Landscape Planner Home                   | HOURL | \$138.59 |
| Kimley-Horn and Associates, Inc. | Planner Home                                                | HOURL | \$126.12 |
| Kimley-Horn and Associates, Inc. | Project Landscape Architect Home                            | HOURL | \$223.12 |
| Kimley-Horn and Associates, Inc. | Project Manager 2 Home                                      | HOURL | \$260.39 |
| Kimley-Horn and Associates, Inc. | Project Planner Home                                        | HOURL | \$141.49 |
| Kimley-Horn and Associates, Inc. | Secretary/Clerical Home                                     | HOURL | \$137.24 |
| Kimley-Horn and Associates, Inc. | Senior Engineer 1 Home                                      | HOURL | \$242.30 |
| Kimley-Horn and Associates, Inc. | Senior Engineer 2 Home                                      | HOURL | \$258.00 |
| Kimley-Horn and Associates, Inc. | Senior Engineering Technician Home                          | HOURL | \$158.47 |
| Kimley-Horn and Associates, Inc. | Senior Environmental Specialist Home                        | HOURL | \$153.96 |
| Kimley-Horn and Associates, Inc. | Senior Landscape Architect Home                             | HOURL | \$285.54 |
| Kimley-Horn and Associates, Inc. | Senior Planner Home                                         | HOURL | \$228.65 |
| Kimley-Horn and Associates, Inc. | Senior Scientist Home                                       | HOURL | \$213.07 |
| Kimley-Horn and Associates, Inc. | Transportation Data Scientist Home                          | HOURL | \$257.50 |
| Ayers Associates, Inc.           | Assistant Bridge Inspector Home                             | HOURL | \$74.14  |
| Ayers Associates, Inc.           | Certified Bridge Inspector Home                             | HOURL | \$108.06 |
| Ayers Associates, Inc.           | Project Manager 3 Home                                      | HOURL | \$209.59 |
| Ayers Associates, Inc.           | Secretary/Clerical Home                                     | HOURL | \$109.98 |
| Ayers Associates, Inc.           | Senior Certified Bridge Inspector Home                      | HOURL | \$159.71 |
| Ayers Associates, Inc.           | Senior Engineer 2 Home                                      | HOURL | \$177.94 |
| BND Engineer's Inc.              | Chief Designer Home                                         | HOURL | \$266.82 |
| BND Engineer's Inc.              | Project Manager 3 Home                                      | HOURL | \$210.25 |
| BND Engineer's Inc.              | Senior Designer Home                                        | HOURL | \$166.80 |
| Botas Engineering, Inc.          | Chief Engineer 2 Home                                       | HOURL | \$210.82 |
| Botas Engineering, Inc.          | Engineer 1 Home                                             | HOURL | \$144.56 |
| CSA Central, Inc.                | Chief Engineer 2 Home                                       | HOURL | \$237.78 |
| CSA Central, Inc.                | Senior Architect Home                                       | HOURL | \$264.45 |
| CSA Central, Inc.                | Senior Designer Home                                        | HOURL | \$147.59 |
| CSA Central, Inc.                | Senior Engineer 1 Home                                      | HOURL | \$213.19 |
| CSA Central, Inc.                | Senior Engineer 2 Home                                      | HOURL | \$180.10 |
| Geosol, Inc.                     | 212-Asphalt Pvmnt Coring - 6in dia without Base Depth Check | Each  | \$103.44 |
| Geosol, Inc.                     | 415-Geo Double Ring Infiltration ASTM D3385                 | Each  | \$451.24 |
| Geosol, Inc.                     | 427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft             | Each  | \$36.36  |
| Geosol, Inc.                     | 428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft           | Each  | \$41.62  |
| Geosol, Inc.                     | 432-Geo Field Perm 0-10 Ft Open-End Borehole Method         | Each  | \$330.17 |
| Geosol, Inc.                     | 433-Geo Field Perm 10-25Ft Open-End Borehole Method         | Each  | \$423.92 |
| Geosol, Inc.                     | 440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft              | LF    | \$5.31   |
| Geosol, Inc.                     | 441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft            | LF    | \$6.21   |
| Geosol, Inc.                     | 478-Geo SPT Truck/Mud Bug 0-50 Ft                           | LF    | \$14.01  |

|                                     |                                                            |       |          |
|-------------------------------------|------------------------------------------------------------|-------|----------|
| Geosol, Inc.                        | 479-Geo SPT Truck/Mud Bug 50-100 Ft                        | LF    | \$16.05  |
| Geosol, Inc.                        | 488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft              | LF    | \$8.16   |
| Geosol, Inc.                        | 489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft            | LF    | \$9.05   |
| Geosol, Inc.                        | 612-Mobilization Drill Rig Truck Mount                     | Each  | \$415.38 |
| Geosol, Inc.                        | 700-MOT Arrow Board                                        | Each  | \$41.52  |
| Geosol, Inc.                        | 701-MOT Attenuator Truck                                   | Hour  | \$147.78 |
| Geosol, Inc.                        | 702-MOT Channelizing Devices - Type I, II, VP, Drum (each) | Each  | \$2.24   |
| Geosol, Inc.                        | 704-MOT Portable Changeable Message Sign (PCMS)            | Each  | \$161.51 |
| Geosol, Inc.                        | 712-MOT Support Vehicle                                    | Hour  | \$53.86  |
| Geosol, Inc.                        | 805-Soils Corrosion Series FM 5-550 through 5-553          | Test  | \$155.17 |
| Geosol, Inc.                        | 812-Soils Materials Finer than 200 Sieve FM 1-T011         | Test  | \$33.98  |
| Geosol, Inc.                        | 817-Soils Moisture Content Laboratory AASHTO T265          | Test  | \$12.24  |
| Geosol, Inc.                        | 819-Soils Organic Content Ignition FM 1 T-267              | Test  | \$37.89  |
| Geosol, Inc.                        | 822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)   | Test  | \$56.02  |
| Geosol, Inc.                        | 826-Soils Plastic Limit & Plasticity Index AASHTO T90      | Test  | \$47.59  |
| Geosol, Inc.                        | MAT CADD/Computer Technician Home                          | HOURL | \$76.18  |
| Geosol, Inc.                        | MAT Chief Engineer Home                                    | HOURL | \$203.55 |
| Geosol, Inc.                        | MAT Engineer Home                                          | HOURL | \$118.39 |
| Geosol, Inc.                        | MAT Engineer Intern Home                                   | HOURL | \$94.41  |
| Geosol, Inc.                        | MAT Secretary/Clerical Home                                | HOURL | \$73.61  |
| Geosol, Inc.                        | MAT Senior Engineer Home                                   | HOURL | \$159.50 |
| Geosol, Inc.                        | MAT Senior Engineering Technician Home                     | HOURL | \$101.38 |
| Janus Research, Inc.                | Archaeologist Home                                         | HOURL | \$52.06  |
| Janus Research, Inc.                | Chief Archaeologist Home                                   | HOURL | \$125.75 |
| Janus Research, Inc.                | Graphic Designer Home                                      | HOURL | \$63.10  |
| Janus Research, Inc.                | Project Manager 3 Home                                     | HOURL | \$239.48 |
| Janus Research, Inc.                | Scientist Home                                             | HOURL | \$60.08  |
| Janus Research, Inc.                | Secretary/Clerical Home                                    | HOURL | \$44.25  |
| Janus Research, Inc.                | Senior Archaeologist Home                                  | HOURL | \$78.09  |
| Janus Research, Inc.                | Senior Scientist Home                                      | HOURL | \$142.12 |
| Manuel G Vera & Associates, Inc.    | 2 Person Designating / Locating Crew                       | Hour  | \$223.11 |
| Manuel G Vera & Associates, Inc.    | 2 Person Survey Crew                                       | Hour  | \$187.13 |
| Manuel G Vera & Associates, Inc.    | 3 Person Designating / Locating Crew                       | Hour  | \$277.09 |
| Manuel G Vera & Associates, Inc.    | 3 Person Survey Crew                                       | Hour  | \$248.29 |
| Manuel G Vera & Associates, Inc.    | 4 Person Designating / Locating Crew                       | Hour  | \$331.03 |
| Manuel G Vera & Associates, Inc.    | 4 Person Survey Crew                                       | Hour  | \$309.48 |
| Manuel G Vera & Associates, Inc.    | Chief Utility Coordinator Home                             | HOURL | \$141.85 |
| Manuel G Vera & Associates, Inc.    | SUR Chief Surveyor Home                                    | HOURL | \$248.29 |
| Manuel G Vera & Associates, Inc.    | SUR Crew Chief Home                                        | HOURL | \$111.55 |
| Manuel G Vera & Associates, Inc.    | SUR Instrument Operator Home                               | HOURL | \$75.57  |
| Manuel G Vera & Associates, Inc.    | SUR Rod Person Home                                        | HOURL | \$61.17  |
| Manuel G Vera & Associates, Inc.    | SUR Senior Surveyor 1 Home                                 | HOURL | \$194.32 |
| Manuel G Vera & Associates, Inc.    | SUR Senior Surveyor 2 Home                                 | HOURL | \$241.10 |
| Manuel G Vera & Associates, Inc.    | SUR SUE Technician 1 Home                                  | HOURL | \$53.98  |
| Manuel G Vera & Associates, Inc.    | SUR SUE Technician 2 Home                                  | HOURL | \$100.76 |
| Manuel G Vera & Associates, Inc.    | SUR SUE Technician 3 Home                                  | HOURL | \$122.35 |
| Manuel G Vera & Associates, Inc.    | SUR Survey/GIS/SUE Analyst 1 Home                          | HOURL | \$71.97  |
| Manuel G Vera & Associates, Inc.    | SUR Survey/GIS/SUE Analyst 2 Home                          | HOURL | \$98.78  |
| Manuel G Vera & Associates, Inc.    | SUR Survey/GIS/SUE Analyst 3 Home                          | HOURL | \$142.14 |
| Manuel G Vera & Associates, Inc.    | Utility Coordinator Home                                   | HOURL | \$129.72 |
| PMA Consultants LLC                 | CEI Assist Proj Administrator/Project Engineer Home        | HOURL | \$171.39 |
| PMA Consultants LLC                 | Chief Engineer 2 Home                                      | HOURL | \$208.30 |
| PMA Consultants LLC                 | Principal Engineer Home                                    | HOURL | \$276.86 |
| PMA Consultants LLC                 | Project Manager 2 Home                                     | HOURL | \$224.78 |
| PMA Consultants LLC                 | Senior Engineering Technician Home                         | HOURL | \$108.76 |
| PMA Consultants LLC                 | Suit Coordinator Home                                      | HOURL | \$370.46 |
| Smart-Sciences, Inc.                | Chief Scientist Home                                       | HOURL | \$229.48 |
| Smart-Sciences, Inc.                | Scientist Home                                             | HOURL | \$84.57  |
| Smart-Sciences, Inc.                | Secretary/Clerical Home                                    | HOURL | \$85.30  |
| Smart-Sciences, Inc.                | Senior Environmental Specialist Home                       | HOURL | \$114.00 |
| Universal Engineering Sciences, LLC | 401-Geo Auger Borings-H& & Truck/Mud Bug                   | LF    | \$11.00  |
| Universal Engineering Sciences, LLC | 427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft            | Each  | \$34.00  |
| Universal Engineering Sciences, LLC | 428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft          | Each  | \$39.00  |

|                                     |                                                              |       |          |
|-------------------------------------|--------------------------------------------------------------|-------|----------|
| Universal Engineering Sciences, LLC | 432-Geo Field Perm 0-10 Ft Open-End Borehole Method          | Each  | \$318.00 |
| Universal Engineering Sciences, LLC | 433-Geo Field Perm 10-25Ft Open-End Borehole Method          | Each  | \$371.00 |
| Universal Engineering Sciences, LLC | 434-Geo Ground Penetrating Radar (GPR)                       | Hour  | \$150.00 |
| Universal Engineering Sciences, LLC | 440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft               | LF    | \$4.80   |
| Universal Engineering Sciences, LLC | 441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft             | LF    | \$5.83   |
| Universal Engineering Sciences, LLC | 462-Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over      | LF    | \$45.00  |
| Universal Engineering Sciences, LLC | 464-Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over      | LF    | \$54.00  |
| Universal Engineering Sciences, LLC | 478-Geo SPT Truck/Mud Bug 0-50 Ft                            | LF    | \$13.80  |
| Universal Engineering Sciences, LLC | 479P-Geo SPT Truck/Mud Bug 50-100 Ft                         | LF    | \$15.90  |
| Universal Engineering Sciences, LLC | 488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft                | LF    | \$7.40   |
| Universal Engineering Sciences, LLC | 489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft              | LF    | \$8.09   |
| Universal Engineering Sciences, LLC | 508-Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft                | LF    | \$12.00  |
| Universal Engineering Sciences, LLC | 509-Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft              | LF    | \$13.50  |
| Universal Engineering Sciences, LLC | 612-Mobilization Drill Rig Truck Mount                       | Each  | \$375.00 |
| Universal Engineering Sciences, LLC | 700-MOT Arrow Board                                          | Each  | \$19.00  |
| Universal Engineering Sciences, LLC | 702-MOT Channelizing Devices - Type I, II, VP, Drum (each)   | Each  | \$0.50   |
| Universal Engineering Sciences, LLC | 708-MOT Provide Channelizing Devices - Cone                  | Each  | \$0.50   |
| Universal Engineering Sciences, LLC | 712-MOT Support Vehicle                                      | Hour  | \$40.91  |
| Universal Engineering Sciences, LLC | 800-Soils Chloride Soil or Water FM 5-552                    | Test  | \$42.41  |
| Universal Engineering Sciences, LLC | 803-Soils Consolidation - Constant Strain ASTM D4186         | Test  | \$520.61 |
| Universal Engineering Sciences, LLC | 805-Soils Corrosion Series FM 5-550 through 5-553            | Test  | \$131.64 |
| Universal Engineering Sciences, LLC | 806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080    | Test  | \$292.95 |
| Universal Engineering Sciences, LLC | 808-Soils Flexible Wall Permeability ASTM D5084              | Test  | \$292.72 |
| Universal Engineering Sciences, LLC | 810-Soils Limerock Bearing Ratio (LBR) FM 5-515              | Test  | \$376.25 |
| Universal Engineering Sciences, LLC | 811-Soils Liquid Limit AASHTO T89                            | Test  | \$42.41  |
| Universal Engineering Sciences, LLC | 812-Soils Materials Finer than 200 Sieve FM 1-T011           | Test  | \$32.25  |
| Universal Engineering Sciences, LLC | 813-Soils Maximum Density ASTM D4254                         | Test  | \$143.07 |
| Universal Engineering Sciences, LLC | 815-Soils Minimum Density ASTM D4253                         | Test  | \$143.07 |
| Universal Engineering Sciences, LLC | 817-Soils Moisture Content Laboratory AASHTO T265            | Test  | \$11.21  |
| Universal Engineering Sciences, LLC | 819-Soils Organic Content Ignition FM 1 T-267                | Test  | \$33.86  |
| Universal Engineering Sciences, LLC | 821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)  | Test  | \$123.66 |
| Universal Engineering Sciences, LLC | 822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)     | Test  | \$48.38  |
| Universal Engineering Sciences, LLC | 823-Soils Permeability Constant Head AASHTO T215             | Test  | \$215.00 |
| Universal Engineering Sciences, LLC | 824-Soils Permeability Falling Head FM 5-513                 | Test  | \$292.95 |
| Universal Engineering Sciences, LLC | 825-Soils pH Soil or Water FM 5-550                          | Test  | \$42.41  |
| Universal Engineering Sciences, LLC | 826-Soils Plastic Limit & Plasticity Index AASHTO T90        | Test  | \$42.41  |
| Universal Engineering Sciences, LLC | 827-Soils Proctor Modified FM 1-T180                         | Test  | \$123.63 |
| Universal Engineering Sciences, LLC | 828-Soils Proctor Standard AASHTO T99                        | Test  | \$123.63 |
| Universal Engineering Sciences, LLC | 829-Soils Resistivity Soil or Water FM 5-551                 | Test  | \$42.41  |
| Universal Engineering Sciences, LLC | 832-Soils Split Tensile Strgth of Rock Cores ASTM D3967      | Test  | \$117.07 |
| Universal Engineering Sciences, LLC | 833-Soils Sulfate Soil or Water FM 5-553                     | Test  | \$42.41  |
| Universal Engineering Sciences, LLC | 837-Soil Tri Uncls-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850 | Test  | \$442.49 |
| Universal Engineering Sciences, LLC | 838-Soils Unconfined Compression - Rock ASTM D7012, Method C | Test  | \$117.07 |
| Universal Engineering Sciences, LLC | MAT Engineer Intern Home                                     | HOURL | \$149.26 |
| Universal Engineering Sciences, LLC | MAT Senior Engineer Home                                     | HOURL | \$284.13 |
| Universal Engineering Sciences, LLC | MAT Technical Secretary Home                                 | HOURL | \$142.04 |
| Wolfberg Alvarez and Partners       | Architect Intern Home                                        | HOURL | \$123.85 |
| Wolfberg Alvarez and Partners       | Senior Architect Home                                        | HOURL | \$207.74 |

# EXHIBIT C

Local Agency Program Federal-Aid Terms for  
Professional Services Contracts  
Form 375-040-84

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

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

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency 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. 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 Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency 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 Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. 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.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs 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.
- F. 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 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.
- G. 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.
- H. Information and Reports: The Consultant will 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 Local Agency, 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 Local Agency, 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.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, 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.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, 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 subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. 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).
- L. 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.
- M. 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.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement 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."

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- O. 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.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency 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 Local Agency. 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.

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Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, 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 Local Agency 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.

R. 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 Local Agency, 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.

S. The Consultant 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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.

**NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT**  
**MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**  
**CONTINUING SERVICES CONTRACT FOR ENGINEERING AND DESIGN RELATED PROFESSIONAL**  
**SERVICES**  
**ISD PROJECT NO. E20-DTPW-03, DTPW PROJECT NO. 20200142**

THIS NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT, [the “Agreement”] by and between Miami-Dade County, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as “COUNTY”], and Parson Transportation Group Inc, an Illinois Corporation, hereinafter referred to as the “CONSULTANT”.

**WITNESSETH:**

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the attached NTPC and all its associated requirements.

**SECTION I - COUNTY OBLIGATIONS**

The Department of Transportation and Public Works [hereinafter sometimes referred to as “DTPW”] shall furnish to the CONSULTANT any plans and other data available in the Miami-Dade County records pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

This Professional Services Agreement is a task work order assignment type agreement. The total cumulative cost of services of this agreement cannot exceed \$1,500,000 per CONSULTANT. DTPW shall issue written authorization of a Notice to Proceed for each task work order to the CONSULTANT for work to be performed on behalf of this Professional Service Agreement subject to project specific task work order.

No member, officer or employee of DTPW or of the locality during their tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**SECTION II – TASK WORK ORDER AWARD**

The Department will furnish to the CONSULTANTS a project specific scope specifying the services to be performed under each task work order. The CONSULTANT shall submit a qualifications proposal based on the project scope for evaluation by the client department selection team. No payment shall be made for the CONSULTANT’S time or services in connection with the preparation of any such proposal.

Task work orders will be awarded through an additional qualification selection based on a) Capabilities of the team; b) Experience on similar projects; c) Schedule, availability of staff; and d) Familiarity with the infrastructure. Each consultant may exercise their right to refuse an assigned task work order by submitting a written Right of Refusal letter to the project manager within five (5) business days.

The Department shall attempt to negotiate project staff hours with the firm that was ranked first by the client department selection team. Negotiations are limited to only project hours focusing on each job classification and estimated staff hours associated with the scope services and that are determined to be fair, competitive, and reasonable.

Should the Department be unable to negotiate satisfactory contract hours deemed to be fair, competitive, and reasonable with the first ranked firm negotiations will be terminated and the Department will then undertake negotiations with the second ranked firm. Failing accord with this firm, such negotiations shall terminate, and negotiations shall then undertake negotiations with the firm ranked third by the Department and continue until a satisfactory contract is reached.

Upon successful negotiations of the staff hours the Department will prepare the task work order with the time for completion of the task assignment, noting all services performed under the task work order, deliverables, the negotiated staff hours, level of staffing and job classification, and fees. The task work order will be executed by the Department and the Consulting firm. After successful execution of the task work order a Notice to proceed will be issued by DTPW.

DTPW will issue a Notice to Proceed with task work order. The Notice will contain the agreed upon the scope, time for completion, estimated man hours and fee for services to be rendered pursuant to this Agreement. Fees based on consultant audited rates and multipliers (which include overhead, direct expense, FCCM, operating margin) attached under Exhibit B of this agreement, previously presented by your firm.

This Agreement is valid for 5 years as specified in the NTPC. The services to be rendered for each task work order will be completed within the time period specified in each task work order assignment. All task work orders performed under this agreement must be completed within five years from the execution date of this agreement.

### **SECTION III - PROFESSIONAL SERVICES – NOTICE TO PROCEED**

Upon receipt of Notice to Proceed with the task work order, from DTPW, the CONSULTANT agrees to perform professional services associated with the requested task work order, in accordance with the negotiated terms of the applicable Notice to Proceed, the conditions of the NTPC and the conditions of this Agreement. The standard of care applicable to CONSULTANT's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Said services may include, but shall not necessarily be limited to the following:

#### **A. Preliminary Design Phase**

Upon receipt of written authorization from DTPW to proceed with the task work order of the project, the CONSULTANT shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the COUNTY a plan containing recommendations for implementation and project feasibility. CONSULTANT shall observe the following requirements:

1. Complete the work on the project within the time allowed by always maintaining adequate staff of qualified personnel on the work.
2. Comply with all Federal, State, and local laws or ordinances applicable to the work, including compliance with the FHWA requirements.

3. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
4. Report the status of the project to the Director or designee upon request and hold all drawings, calculations and related work open to the inspection of the Director or her authorized agent at any time.
5. Submit to the Director or designee one (1) review copy of the report for the project. Upon approval, furnish the COUNTY with two (2) copies of the final phase report. The quality and legibility of all copies shall meet the approval of the Director or designee.

B. Design Phase

Upon receipt of written authorization from DTPW to proceed with the task work order of the project, the CONSULTANT shall prepare preliminary Engineering data, including sketches and drawings, based on recommendations from the Initial Design Phase; perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the COUNTY in obtaining approval of preliminary design work from any local, state or federal agency having an interest in the project. The CONSULTANT shall prepare sets of contract documents including plans, supporting engineering analysis, calculations, and other technical documents in accordance with County and FDOT policy, procedures and requirements, to be used for the receipt of bids, which shall include, but not limited to, development of design plans for the construction of identified improvements which may include but not be limited to sidewalks, ramps, bicycle facilities, traffic calming devices, signs, signalization, pavement markings, roadway cross section modifications such as additional on-street parking, curb and gutters and storm drainage system, roadway lighting. These contract documents will be used by contractors to build each project and will be used by the County, or its Construction Engineering Inspection (CEI) representatives, to act as the County Engineer of Record (EOR) to aid with shop drawings approval, inspection and final acceptance of projects.

To accomplish the work described under this phase, the CONSULTANT shall observe the Following:

1. Complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel at all times.
2. Comply with all Federal, State and local laws and ordinances applicable to the project design.
3. Prepare and obtain any required permits with County, State or Federal agencies among others. In addition, the CONSULTANT shall apply and obtain all required environmental permits, completing all assessments required by the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act using qualified professionals to coordinate with regulatory and resource agencies for permitting.
4. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
5. Prior to final approval by the Director or designee, complete a preliminary check of construction plans through any County, City, State, or Federal agency from which a permit or other approval is required.
6. Cooperate fully with the COUNTY to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The CONSULTANT will assist the COUNTY in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The CONSULTANT shall provide two sets of prints for each utility company prior to the meeting. The CONSULTANT shall be responsible for preparation and distribution of meeting minutes. The CONSULTANT shall provide adequate design and coordination to accommodate utilities with the objective of mitigating any claims and delays during construction.

7. Report the status of the project to the Director or designee upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
8. Submit to the Director or designee two final sets of check prints for the project at the 30%, 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with four (4) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, 11"x17" Mylar stock (4 mils thick with signed Cover Sheet), CAD electronic files in a format approved by the COUNTY, drainage report, and all computation books. The quality and legibility of all prints shall meet the approval of the Director or designee. At a minimum, the construction Documents shall consist of the following as outlined in Exhibit A:
  - Cover Sheet
  - Typical Section (as required)
  - Summary of Quantities
  - Plan and Profiles
  - Drainage Structures (as required)
  - Lighting Plans (as required)
  - Marking and Signing Plans
  - Signalization Plans
  - Maintenance of Traffic / Construction Phasing Plans.
9. Prepare and submit to the COUNTY an Opinion of Probable Construction Cost, at the 60%, 90% and 100% completion milestones of the proposed project design.
10. The CONSULTANT agrees that the quality of the work performed by the CONSULTANT and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services.
11. The CONSULTANT agrees to provide upon request, a certified payroll of employees performing work under this Agreement, as reported to the IRS.
12. The CONSULTANT agrees to provide employees performing work under this Agreement with health care benefits.

C. Construction Phase

The CONSULTANT agrees to provide the following services during the Construction Phase of the project, as requested by the COUNTY:

1. Attendance at pre-bid and pre-construction meetings.
2. Periodic general engineering Consultation and advice.
3. Review and approval of shop drawings.
4. Response to Contractors Request for Information (RFIs) during pre-bid and during construction.

#### **SECTION IV - TIME FOR COMPLETION**

The services to be rendered by the CONSULTANT for each task work order shall commence upon receipt of a written Notice to Proceed from DTPW and shall be completed within the time stated in the Notice to Proceed. Task work orders cannot be assigned until this Agreement is executed and approved. The term of this Agreement is for 5 years and it cannot be extended. Task work orders must be issued within the 5-year duration of this agreement and must be completed within the 5-year term of the agreement, including task work order time extensions.

A reasonable extension of time per task work order shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the CONSULTANT's duties impossible. Such extensions of time shall not be cause for any claim by the CONSULTANT for extra compensation and the rates described in Exhibit B shall continue to apply.

#### **SECTION V - FORCE MAJEURE**

Force Majeure shall mean an act of God, epidemic, lightening, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractor, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

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

It is further agreed and stipulated that the right of any party hereto excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

#### **SECTION VI - COMPENSATION**

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

A. Lump Sum Fee

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

B. Reimbursable Expenses

The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by DTPW. Reimbursable expenses may include:

1. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.
2. Expenses for travel, transportation and subsistence outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

C. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

1. The fee for engineering services rendered by the CONSULTANT's personnel shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, in compliance with Federal Acquisition Regulation (FAR) cost principles, and in conformance with 23 CFR 172 Procurement, Management, and Administration of Engineering and Design Related Services, for the time of said personnel engaged directly in the work, as shown in Exhibit B attached.  
This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
2. The CONSULTANT shall be compensated at the rate shown in Exhibit B for the time of principals engaged directly in the work. This rate shall be applied to the time spent on requested work by the following principal: Mr. Rhet L. Schmidt
3. Overtime work considered necessary and expressly authorized by DTPW in advance shall be compensated at time-and-a-half of the rate established by Subsection VI-C (1) hereof.

**SECTION VII - ADDITIONAL SERVICES**

Intentionally Omitted.

## **SECTION VIII - METHODS OF PAYMENT**

The COUNTY agrees to make monthly or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide copies of any records reasonably necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

### **A. Estimated Professional Fees and/or Reimbursable Expenses**

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed and/or expenses incurred.
2. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections VI-B and VI-C hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

### **B. Lump Sum Fee**

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed.
2. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

## **SECTION IX - SCHEDULE OF WORK**

The COUNTY shall have the sole right to determine on which deliverables the CONSULTANT shall precede and in what order. Written Notices to Proceed issued by DTPW shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each deliverable.

## **SECTION X - RIGHT OF DECISIONS**

All services shall be performed by the CONSULTANT to the satisfaction of DTPW who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. DTPW's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of DTPW, the CONSULTANT shall present any such objections in writing to the County Mayor. The County Mayor or the County Mayor's Designee and the CONSULTANT shall abide by the decisions of the County Mayor. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

## **SECTION XI - OWNERSHIP OF DOCUMENTS**

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

## **SECTION XII - REUSE OF DOCUMENTS**

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

## **SECTION XIII - NOTICES**

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

## **SECTION XIV - ABANDONMENT**

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects of parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services, which have been performed at the time the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

## **SECTION XV - AUDIT RIGHTS**

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made. The CONSULTANT agrees to provide copies of any records reasonably necessary to substantiate payment requests to the COUNTY. CONSULTANT is also responsible to assist the COUNTY on audits performed by FDOT.

## **SECTION XVI – SUBCONTRACTING**

The CONSULTANT shall not subcontract any work under this Agreement without the written consent of DTPW. When applicable and upon receipt of such consent in writing, the CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignments or transfer of work will be allowed. Subcontractors will need to provide consultant audit package, cost analysis, and any other negotiations documents that are requested by DTPW and FDOT.

## **SECTION XVII - WARRANTY**

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's county approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, DTPW shall have the right to annul this Agreement without liability.

## **SECTION XVIII - TERMINATION OF AGREEMENT**

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

## **SECTION XIX - DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of five (5) calendar years, unless terminated by mutual consent of the parties hereto or as provided in Section IX, Section XVII, Section XVIII, Section XX, Section XIV, and Section XXVI hereof.

## **SECTION XX - DEFAULT**

It shall be an "Event of Default" of CONSULTANT if the CONSULTANT fails to keep, observe or perform any of its obligations or duties imposed upon the CONSULTANT under this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from the County to the CONSULTANT setting forth with reasonable specificity the nature of the alleged breach; or in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, the CONSULTANT fails within said thirty (30) day period to promptly commence to pursue curing said default and thereafter fails to act with due diligence and in good faith to completely cure said default within a reasonable time. The thirty (30) day period to cure an Event of Default does not apply

to conditions affecting the safety of persons, animals, County facilities or operations as described in this Agreement.

If an Event of Default on the part of the CONSULTANT shall occur, the County, at any time after the periods set forth above and CONSULTANT has failed to cure such Event of Default within such applicable period, shall have the following rights and remedies, which are cumulative and in addition to any and all other remedies, in law or in equity, that the County may have against CONSULTANT, the County shall be entitled to:

(a) to sue CONSULTANT for all damages, costs and expenses arising from CONSULTANT's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorney's fees at both trial and appellate levels,

(b) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of this Agreement; and

(c) to terminate any and all obligations that the County may have under this Agreement, in which event the County shall be released and relieved from any and all liability under this Agreement from and after the date of such termination, except for those that expressly survive termination herein.

## **SECTION XXI - INDEMNIFICATION AND INSURANCE**

To the extent provided by law, CONSULTANT and subconsultants shall indemnify, defend, and hold harmless the County 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 CONSULTANT and subconsultants, 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 CONSULTANT and subconsultants hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT and subconsultants to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT and subconsultants 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.

The Consultant shall furnish to the Department of Transportation and Public Works, 111 NW 1<sup>st</sup> Street, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County and FDOT must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by 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.

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

## **SECTION XXII - CERTIFICATION OF WAGE RATES**

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section VI, are accurate, complete and current as of the date of this Agreement. All wages will need to be verified by payrolls. It is further agreed that said compensation should be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

## **SECTION XXIII - ORDINANCES**

The CONSULTANT agrees to abide and be governed by the COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R-385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104

(Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Resolution No. R-1206-97, superseded by Resolution No. R-702-98 (Project Fresh Start-Welfare-to-Work Initiative, Welfare Reform), Ordinance No. 98-106 (Cone of Silence), which are incorporated herein by reference, as if fully set forth herein, in connection with the CONSULTANT's obligations hereunder.

The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, FL 33101:

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

#### **SECTION XXIV – CORRECTIONS TO CONTRACT DOCUMENTS**

The CONSULTANT shall comply with the requirements of section 337.015, F.S. Claims against the consultant for time overruns and substandard work products not in conformance with contract specifications shall be vigorously pursued. The CONSULTANT shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract documents prepared by the CONSULTANT. For the purposes of this contract provision, errors or omissions are to be treated, as follows:

##### **A. Errors**

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

##### **B. Omissions**

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

To obtain such recovery, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT's insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT's insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT's insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and its insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY's right to recover same as stated above provided, however, the Parties agree that in no event shall the CONSULTANT be responsible for the cost of changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this paragraph shall not limit or preclude in any way the CONSULTANT's indemnification obligations to the COUNTY pursuant to Section XXI of this Agreement, or preclude or

limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

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

#### **SECTION XXV - AFFIRMATIVE ACTION**

The CONSULTANT's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by Miami-Dade County, Small Business Development Division and any approved update thereof, are hereby incorporated into this agreement. The CONSULTANT will try to undertake and perform the affirmative actions as specified in the plan.

#### **SECTION XXVI - DISABILITY NONDISCRIMINATION**

The CONSULTANT's attention is directed to the Miami-Dade County Resolution No. R-385-95. Pursuant to this resolution, the CONSULTANT is required to submit the Disability Nondiscrimination Affidavit attesting that the CONSULTANT complies with the requirements of the Americans with Disabilities Act (ADA) of 1990 and other laws prohibiting discrimination on the basis of disability. DTPW may declare the CONSULTANT in default of this agreement should a post contract violation of any of the acts occur.

#### **SECTION XXVII - PROMPT PAYMENT**

The CONSULTANT's attention is directed to the Miami-Dade County Ordinance No. 94-40 and the requirements of 49 CFR 26.29, providing for expedited payments. Failing to comply with the Local Government Prompt Payment Act provisions per Ch 218, Part VII, F.S., may be cause for suspension, termination, and debarment, in accordance with the terms of Miami-Dade County contract or Public Health Trust contract and debarment procedures of the Miami-Dade County.

#### **SECTION XXVIII - ENTIRETY OF AGREEMENT**

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

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

This is the Department of Transportation and Public Works (DTPW) standard Professional Services Agreement (PSA) inclusive of all of its exhibits and attachments, inclusive of Exhibit C, Local Agency Program Federal-Aid Terms for Professional Services Contracts, Form 375-040-84. Submittal of contract time and price proposal as per requirements on the Notice to Prospective Consultants (NTPC) is acknowledgement and acceptance by the CONSULTANT of the language in the Agreement. DTPW will not make any changes to the agreement except to incorporate those modifications that are necessary to reflect

the terms of the NTPC. To the extent any terms in the Agreement are in consistency with the terms of the NTPC, the NTPC documents shall govern.

#### **SECTION XXIX – E-VERIFY**

CONSULTANT 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 Agreement; and 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.

#### **SECTION XXX – PERFORMANCE EVALUATION**

At the end of each task work order, DTPW will evaluate the CONSULTANT's performance. This evaluation will become public record.

#### **SECTION XXXI CONSULTANT'S ROLE DURING CONSTRUCTION**

CONSULTANT shall not be responsible during construction of the projects subject to this agreement for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the projects subject to this agreement in accordance with the contract documents or violation of any safety laws, regulations or laws.

No member, officer or employee of the CONSULTANT or subcontractor during their tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

For the Board of County Commissioners, Miami-Dade County, Florida

HARVEY RUVIN, CLERK OF THE BOARD

By: \_\_\_\_\_

By: \_\_\_\_\_

County Mayor

ATTEST:

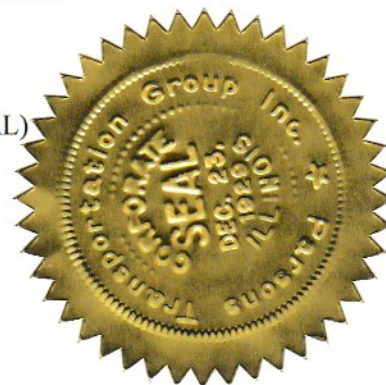
Parsons Transportation Group, Inc.

An Illinois Corporation

By: Marked R. Galloway  
Corporate Secretary

By: Rhet Schmidt  
Rhet Schmidt - Vice President

(CORPORATE SEAL)



Approved as to form and legal sufficiency.

\_\_\_\_\_  
Assistant County Attorney

# EXHIBIT A

## Requirements for Phase Development and Submittals

## **EXHIBIT "A"**

### **Requirements for Phase Development and Submittals**

#### **Preliminary Design Phase**

- Recommendations for implementation of the MPO's Preliminary Design Report based on existing field condition documentation.

- Proposed variations to the MPO's Preliminary Design Report.
- Typical Section(s) (as required)
- Preliminary Opinion of Probable Construction Cost

#### **30% Phase**

- Traffic Analysis (as required)
- Cover sheet
- Back of Sidewalk Profiles
- Typical Section(s)
- Plan and Profiles (Proposed horizontal road layout to include existing topography & utilities, R/W, geometry, survey reference points; Vertical layout to include existing and proposed PGL & utilities)(as required)
- Cross Sections (existing and proposed)(as required)
- Coordination with applicable jurisdictional permitting agencies
- Value Engineering (Applies for projects > \$5,000,000)

#### **60% Phase**

- Substantial completion of items submitted at 30%.
- General Notes (edited)
- Plan and Profile (Drainage structures and Exfiltration Trench)(as required)
- Drainage Report (final)(as required)
- Drainage Structures Sheets (showing utilities)(as required)
- Summary of Pay Items
- Special Profiles
- Pavement markings & signing and notes(without complete tabulation of quantities)
- Signalization plans (Mast arm data, FPL and AT&T service points, details and notes) (without complete tabulation of quantities)(as required)

- Lighting plans (Pole and conduit layout, pole data, schematic wiring diagram, FPL service points, details, notes and report) (without complete tabulation of quantities)(as required)
- Tree Removal/Relocation plan (without details) (as required)
- Submittal to applicable jurisdictional agencies for review and approval/permits
- Opinion of Probable Construction Cost

#### 90% Phase

- Substantial completion of items submitted at 60%.
- Miscellaneous details and tabulation of quantities (roadway, drainage, lighting, marking and signage, signalization, etc.)
- Maintenance of traffic/Phasing plans (typical sections and notes)
- Opinion of Probable Construction Cost

#### 100% Phase

- Complete design to reflect the review comments from the 90% phase
- Opinion of Probable Construction Cost

#### Project Final Submittal Requirements

- Final design to reflect the review comments from the 100% submittal
- One set of half size (11"x17") mylar originals (4 mil thick) w/ signed coversheet
- CAD Files
- Computation Books
- Drainage Report (signed and sealed) (as required)
- Lighting Report (signed and sealed) (as required)
- Final Opinion of Probable Construction Cost
- Four half size sets (11"x17") of plans (signed and sealed)

# EXHIBIT B

Summary Table of Loaded Rates per Job  
Classification and Company

## Exhibit B

Project Number: E20-DTPW-03

Parsons Transporation Group Inc.

**Rates provided below are loaded rates; no multipliers will be added to these rates.**

| Consultant                               | Item                                              | Unit  | Rate   |
|------------------------------------------|---------------------------------------------------|-------|--------|
| Parsons Transporation Group Inc.         | CADD/Computer Technician Home                     | HOURL | 87.77  |
| Parsons Transporation Group Inc.         | CEI Senior Project Engineer Home                  | HOURL | 238.52 |
| Parsons Transporation Group Inc.         | Chief Designer Home                               | HOURL | 141.75 |
| Parsons Transporation Group Inc.         | Chief Engineer 1 Home                             | HOURL | 260.65 |
| Parsons Transporation Group Inc.         | Chief Planner Home                                | HOURL | 297.86 |
| Parsons Transporation Group Inc.         | Chief Utility Coordinator Home                    | HOURL | 165.11 |
| Parsons Transporation Group Inc.         | Electrical Engineer Home                          | HOURL | 197.35 |
| Parsons Transporation Group Inc.         | Engineer 1 Home                                   | HOURL | 139.57 |
| Parsons Transporation Group Inc.         | Engineering Intern Home                           | HOURL | 111.73 |
| Parsons Transporation Group Inc.         | GIS Specialist Home                               | HOURL | 94.83  |
| Parsons Transporation Group Inc.         | Planner Home                                      | HOURL | 142.51 |
| Parsons Transporation Group Inc.         | Project Manager 1 Home                            | HOURL | 190.35 |
| Parsons Transporation Group Inc.         | Senior Architect Home                             | HOURL | 251.98 |
| Parsons Transporation Group Inc.         | Senior Engineer 1 Home                            | HOURL | 219.35 |
| Parsons Transporation Group Inc.         | Senior Engineer 2 Home                            | HOURL | 187.95 |
| Bermello, Ajamil & Partners, Inc.        | Architect Home                                    | HOURL | 228.29 |
| Bermello, Ajamil & Partners, Inc.        | Landscape Architect Home                          | HOURL | 167.77 |
| CONSOR Engineers, LLC                    | Assistant Underwater Bridge Inspector Home        | HOURL | 87.18  |
| CONSOR Engineers, LLC                    | Senior Underwater Certified Bridge Inspector Home | HOURL | 159.28 |
| CONSOR Engineers, LLC                    | Underwater Certified Bridge Inspector Home        | HOURL | 117.27 |
| EAC Consulting, Inc                      | Chief Engineer Home                               | HOURL | 403.25 |
| EAC Consulting, Inc                      | Drainage Engineer Home                            | HOURL | 182.90 |
| EAC Consulting, Inc                      | Engineer Home                                     | HOURL | 254.49 |
| EAC Consulting, Inc                      | Engineering Intern/Designer Home                  | HOURL | 105.00 |
| EAC Consulting, Inc                      | Project Manager Home                              | HOURL | 317.57 |
| EAC Consulting, Inc                      | Senior CADD Designer Home                         | HOURL | 139.90 |
| EAC Consulting, Inc                      | Senior Project Manager Home                       | HOURL | 330.80 |
| Florida ITS Engineers LLC                | Engineering Technician Home                       | HOURL | 92.84  |
| Florida ITS Engineers LLC                | Senior Designer Home                              | HOURL | 159.37 |
| Florida ITS Engineers LLC                | Senior Engineer 2 Home                            | HOURL | 234.44 |
| Florida Transportation Engineering, Inc. | Chief Engineer 1 Home                             | HOURL | 210.98 |
| Florida Transportation Engineering, Inc. | Engineer 1 Home                                   | HOURL | 140.61 |
| Florida Transportation Engineering, Inc. | Engineering Intern Home                           | HOURL | 108.05 |
| Florida Transportation Engineering, Inc. | Principal Engineer Home                           | HOURL | 338.12 |
| Florida Transportation Engineering, Inc. | Secretary/Clerical Home                           | HOURL | 66.54  |
| Florida Transportation Engineering, Inc. | Senior Engineer 1 Home                            | HOURL | 189.36 |
| Florida Transportation Engineering, Inc. | Senior Engineering Technician Home                | HOURL | 67.77  |
| Florida Transportation Engineering, Inc. | Transportation Data Analyst Home                  | HOURL | 175.02 |
| G.M. Selby, Inc.                         | Engineering Technician Home                       | HOURL | 49.91  |
| G.M. Selby, Inc.                         | Secretary/Clerical Home                           | HOURL | 58.13  |
| G.M. Selby, Inc.                         | Senior Engineer 2 Home                            | HOURL | 85.25  |
| Holt Communications, Inc.                | Community Outreach Specialist - Senior Home       | HOURL | 90.03  |
| Holt Communications, Inc.                | Community Outreach Specialist Home                | HOURL | 68.94  |
| Holt Communications, Inc.                | Project Manager 3 Home                            | HOURL | 168.83 |
| Manuel G Vera & Associates, Inc.         | 2 Person Designating / Locating Crew              | Hour  | 226.52 |
| Manuel G Vera & Associates, Inc.         | 2 Person Survey Crew                              | Hour  | 189.99 |
| Manuel G Vera & Associates, Inc.         | 3 Person Designating / Locating Crew              | Hour  | 281.33 |
| Manuel G Vera & Associates, Inc.         | 3 Person Survey Crew                              | Hour  | 252.09 |
| Manuel G Vera & Associates, Inc.         | 4 Person Designating / Locating Crew              | Hour  | 336.12 |
| Manuel G Vera & Associates, Inc.         | 4 Person Survey Crew                              | Hour  | 314.21 |
| Manuel G Vera & Associates, Inc.         | Chief Utility Coordinator Home                    | HOURL | 141.85 |
| Manuel G Vera & Associates, Inc.         | SUR Chief Surveyor Home                           | HOURL | 248.29 |
| Manuel G Vera & Associates, Inc.         | SUR Crew Chief Home                               | HOURL | 111.55 |
| Manuel G Vera & Associates, Inc.         | SUR Instrument Operator Home                      | HOURL | 75.57  |

|                                            |                                                     |      |        |
|--------------------------------------------|-----------------------------------------------------|------|--------|
| Manuel G Vera & Associates, Inc.           | SUR Rod Person Home                                 | HOUR | 61.17  |
| Manuel G Vera & Associates, Inc.           | SUR Senior Surveyor 1 Home                          | HOUR | 194.32 |
| Manuel G Vera & Associates, Inc.           | SUR Senior Surveyor 2 Home                          | HOUR | 241.10 |
| Manuel G Vera & Associates, Inc.           | SUR SUE Technician 1 Home                           | HOUR | 53.98  |
| Manuel G Vera & Associates, Inc.           | SUR SUE Technician 2 Home                           | HOUR | 100.76 |
| Manuel G Vera & Associates, Inc.           | SUR SUE Technician 3 Home                           | HOUR | 122.35 |
| Manuel G Vera & Associates, Inc.           | SUR Survey/GIS/SUE Analyst 1 Home                   | HOUR | 71.97  |
| Manuel G Vera & Associates, Inc.           | SUR Survey/GIS/SUE Analyst 2 Home                   | HOUR | 98.78  |
| Manuel G Vera & Associates, Inc.           | SUR Survey/GIS/SUE Analyst 3 Home                   | HOUR | 142.14 |
| Manuel G Vera & Associates, Inc.           | Utility Coordinator Home                            | HOUR | 129.72 |
| PMA Consultants LLC                        | CEI Contract Support Specialist Home                | HOUR | 100.95 |
| PMA Consultants LLC                        | CEI Project Administrator/CEI Project Engineer Home | HOUR | 159.07 |
| PMA Consultants LLC                        | Chief Engineer 1 Home                               | HOUR | 256.96 |
| PMA Consultants LLC                        | Project Manager 1 Home                              | HOUR | 343.83 |
| PMA Consultants LLC                        | Senior Engineer 1 Home                              | HOUR | 200.99 |
| RES Florida Consulting LLC, dba E Sciences | Chief Scientist Home                                | HOUR | 220.48 |
| RES Florida Consulting LLC, dba E Sciences | Environmental Specialist Home                       | HOUR | 102.87 |
| RES Florida Consulting LLC, dba E Sciences | Project Manager 1 Home                              | HOUR | 220.48 |
| RES Florida Consulting LLC, dba E Sciences | Scientist Home                                      | HOUR | 88.20  |
| RES Florida Consulting LLC, dba E Sciences | Secretary/Clerical Home                             | HOUR | 79.79  |
| RES Florida Consulting LLC, dba E Sciences | Senior Environmental Specialist Home                | HOUR | 116.51 |
| RES Florida Consulting LLC, dba E Sciences | Senior Scientist Home                               | HOUR | 182.26 |
| RES Florida Consulting LLC, dba E Sciences | Technician Aid Home                                 | HOUR | 76.49  |
| Southeastern Archaeological Research, Inc. | Archaeologist Home                                  | HOUR | 77.62  |
| Southeastern Archaeological Research, Inc. | Chief Archaeologist Home                            | HOUR | 131.23 |
| Southeastern Archaeological Research, Inc. | GIS Specialist Home                                 | HOUR | 82.30  |
| Southeastern Archaeological Research, Inc. | Scientist Home                                      | HOUR | 75.48  |
| Southeastern Archaeological Research, Inc. | Secretary/Clerical Home                             | HOUR | 81.62  |
| Southeastern Archaeological Research, Inc. | Senior Archaeologist Home                           | HOUR | 107.30 |
| Southeastern Archaeological Research, Inc. | Senior Scientist Home                               | HOUR | 107.38 |
| Professional Service Industries, Inc.      | Chief Engineer Field                                | HOUR | 147.20 |
| Professional Service Industries, Inc.      | MAT Geologist Professional Field                    | HOUR | 143.84 |
| Professional Service Industries, Inc.      | MAT Senior Engineer Field                           | HOUR | 162.47 |
| Professional Service Industries, Inc.      | Senior Engineer Field                               | HOUR | 238.41 |

# EXHIBIT C

Local Agency Program Federal-Aid Terms for  
Professional Services Contracts  
Form 375-040-84

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

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

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, 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. 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 Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency 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 Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. 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.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs 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.
- F. 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 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.
- G. 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.
- H. Information and Reports: The Consultant will 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 Local Agency, 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 Local Agency, 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.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, 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.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, 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 subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. 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).
- L. 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.
- M. 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.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement 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."

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- O. 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.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency 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 Local Agency. 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.

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Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, 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 Local Agency 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.

R. 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 Local Agency, 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.

S. The Consultant 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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.

**NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT**  
**MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**  
**CONTINUING SERVICES CONTRACT FOR ENGINEERING AND DESIGN RELATED PROFESSIONAL**  
**SERVICES**  
**ISD PROJECT NO. E20-DTPW-03, DTPW PROJECT NO. 20200142**

THIS NON-EXCLUSIVE PROFESSIONAL SERVICE AGREEMENT, [the "Agreement"] by and between Miami-Dade County, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "COUNTY"], and TY Lin International Group Inc, a Florida Corporation, hereinafter referred to as the "CONSULTANT".

**WITNESSETH:**

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the professional services prescribed herein in connection with the attached NTPC and all its associated requirements.

**SECTION I - COUNTY OBLIGATIONS**

The Department of Transportation and Public Works [hereinafter sometimes referred to as "DTPW"] shall furnish to the CONSULTANT any plans and other data available in the Miami-Dade County records pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY and shall be provided to the CONSULTANT without guarantee regarding its reliability and accuracy. The CONSULTANT shall be responsible for independently verifying such information if it shall be used by the CONSULTANT to accomplish the work undertaken pursuant to this Agreement.

This Professional Services Agreement is a task work order assignment type agreement. The total cumulative cost of services of this agreement cannot exceed \$1,500,000 per CONSULTANT. DTPW shall issue written authorization of a Notice to Proceed for each task work order to the CONSULTANT for work to be performed on behalf of this Professional Service Agreement subject to project specific task work order.

No member, officer or employee of DTPW or of the locality during their tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**SECTION II – TASK WORK ORDER AWARD**

The Department will furnish to the CONSULTANTS a project specific scope specifying the services to be performed under each task work order. The CONSULTANT shall submit a qualifications proposal based on the project scope for evaluation by the client department selection team. No payment shall be made for the CONSULTANT'S time or services in connection with the preparation of any such proposal.

Task work orders will be awarded through an additional qualification selection based on a) Capabilities of the team; b) Experience on similar projects; c) Schedule, availability of staff; and d) Familiarity with the infrastructure. Each consultant may exercise their right to refuse an assigned task work order by submitting a written Right of Refusal letter to the project manager within five (5) business days.

The Department shall attempt to negotiate project staff hours with the firm that was ranked first by the client department selection team. Negotiations are limited to only project hours focusing on each job classification and estimated staff hours associated with the scope services and that are determined to be fair, competitive, and reasonable.

Should the Department be unable to negotiate satisfactory contract hours deemed to be fair, competitive, and reasonable with the first ranked firm negotiations will be terminated and the Department will then undertake negotiations with the second ranked firm. Failing accord with this firm, such negotiations shall terminate, and negotiations shall then undertake negotiations with the firm ranked third by the Department and continue a until a satisfactory contract is reached.

Upon successful negotiations of the staff hours the Department will prepare the task work order with the time for completion of the task assignment, noting all services performed under the task work order, deliverables, the negotiated staff hours, level of staffing and job classification, and fees. The task work order will be executed by the Department and the Consulting firm. After successful execution of the task work order a Notice to proceed will be issued by DTPW.

DTPW will issue a Notice to Proceed with task work order. The Notice will contain the agreed upon the scope, time for completion, estimated man hours and fee for services to be rendered pursuant to this Agreement. Fees based on consultant audited rates and multipliers (which include overhead, direct expense, FCCM, operating margin) attached under Exhibit B of this agreement, previously presented by your firm.

This Agreement is valid for 5 years as specified in the NTPC. The services to be rendered for each task work order will be completed within the time period specified in each task work order assignment. All task work orders performed under this agreement must be completed within five years from the execution date of this agreement.

### **SECTION III - PROFESSIONAL SERVICES – NOTICE TO PROCEED**

Upon receipt of Notice to Proceed with the task work order, from DTPW, the CONSULTANT agrees to perform professional services associated with the requested task work order, in accordance with the negotiated terms of the applicable Notice to Proceed, the conditions of the NTPC and the conditions of this Agreement. The standard of care applicable to CONSULTANT's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Said services may include, but shall not necessarily be limited to the following:

#### **A. Preliminary Design Phase**

Upon receipt of written authorization from DTPW to proceed with the task work order of the project, the CONSULTANT shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the COUNTY a plan containing recommendations for implementation and project feasibility. CONSULTANT shall observe the following requirements:

1. Complete the work on the project within the time allowed by always maintaining adequate staff of qualified personnel on the work.
2. Comply with all Federal, State, and local laws or ordinances applicable to the work, including compliance with the FHWA requirements.

3. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
4. Report the status of the project to the Director or designee upon request and hold all drawings, calculations and related work open to the inspection of the Director or her authorized agent at any time.
5. Submit to the Director or designee one (1) review copy of the report for the project. Upon approval, furnish the COUNTY with two (2) copies of the final phase report. The quality and legibility of all copies shall meet the approval of the Director or designee.

**B. Design Phase**

Upon receipt of written authorization from DTPW to proceed with the task work order of the project, the CONSULTANT shall prepare preliminary Engineering data, including sketches and drawings, based on recommendations from the Initial Design Phase; perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the COUNTY in obtaining approval of preliminary design work from any local, state or federal agency having an interest in the project. The CONSULTANT shall prepare sets of contract documents including plans, supporting engineering analysis, calculations, and other technical documents in accordance with County and FDOT policy, procedures and requirements, to be used for the receipt of bids, which shall include, but not limited to, development of design plans for the construction of identified improvements which may include but not be limited to sidewalks, ramps, bicycle facilities, traffic calming devices, signs, signalization, pavement markings, roadway cross section modifications such as additional on-street parking, curb and gutters and storm drainage system, roadway lighting. These contract documents will be used by contractors to build each project and will be used by the County, or its Construction Engineering Inspection (CEI) representatives, to act as the County Engineer of Record (EOR) to aid with shop drawings approval, inspection and final acceptance of projects.

To accomplish the work described under this phase, the CONSULTANT shall observe the Following:

1. Complete the work on the project within the time allowed by maintaining adequate staff of qualified personnel at all times.
2. Comply with all Federal, State and local laws and ordinances applicable to the project design.
3. Prepare and obtain any required permits with County, State or Federal agencies among others. In addition, the CONSULTANT shall apply and obtain all required environmental permits, completing all assessments required by the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act using qualified professionals to coordinate with regulatory and resource agencies for permitting.
4. Cooperate fully with the COUNTY in the proper coordination and scheduling of all phases of the work.
5. Prior to final approval by the Director or designee, complete a preliminary check of construction plans through any County, City, State, or Federal agency from which a permit or other approval is required.
6. Cooperate fully with the COUNTY to inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The CONSULTANT will assist the COUNTY in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The CONSULTANT shall provide two sets of prints for each utility company prior to the meeting. The CONSULTANT shall be responsible for preparation and distribution of meeting minutes. The CONSULTANT shall provide adequate design and coordination to accommodate utilities with the objective of mitigating any claims and delays during construction.

7. Report the status of the project to the Director or designee upon request and hold all drawings, calculations and related work open to the inspection of the Director or his authorized agent at any time.
8. Submit to the Director or designee two final sets of check prints for the project at the 30%, 60%, 90% and 100% completion milestones. Upon approval of 100% plans, furnish the COUNTY with four (4) signed and sealed ½ size, 11"x17" bound sets of prints of the final construction plans, 11"x17" Mylar stock (4 mils thick with signed Cover Sheet), CAD electronic files in a format approved by the COUNTY, drainage report, and all computation books. The quality and legibility of all prints shall meet the approval of the Director or designee. At a minimum, the construction Documents shall consist of the following as outlined in Exhibit A:
  - Cover Sheet
  - Typical Section (as required)
  - Summary of Quantities
  - Plan and Profiles
  - Drainage Structures (as required)
  - Lighting Plans (as required)
  - Marking and Signing Plans
  - Signalization Plans
  - Maintenance of Traffic / Construction Phasing Plans.
9. Prepare and submit to the COUNTY an Opinion of Probable Construction Cost, at the 60%, 90% and 100% completion milestones of the proposed project design.
10. The CONSULTANT agrees that the quality of the work performed by the CONSULTANT and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services.
11. The CONSULTANT agrees to provide upon request, a certified payroll of employees performing work under this Agreement, as reported to the IRS.
12. The CONSULTANT agrees to provide employees performing work under this Agreement with health care benefits.

#### C. Construction Phase

The CONSULTANT agrees to provide the following services during the Construction Phase of the project, as requested by the COUNTY:

1. Attendance at pre-bid and pre-construction meetings.
2. Periodic general engineering Consultation and advice.
3. Review and approval of shop drawings.
4. Response to Contractors Request for Information (RFIs) during pre-bid and during construction.

#### **SECTION IV - TIME FOR COMPLETION**

The services to be rendered by the CONSULTANT for each task work order shall commence upon receipt of a written Notice to Proceed from DTPW and shall be completed within the time stated in the Notice to Proceed. Task work orders cannot be assigned until this Agreement is executed and approved. The term of this Agreement is for 5 years and it cannot be extended. Task work orders must be issued within the 5-year duration of this agreement and must be completed within the 5-year term of the agreement, including task work order time extensions.

A reasonable extension of time per task work order shall be granted in the event there is a delay on the part of the COUNTY in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the CONSULTANT's duties impossible. Such extensions of time shall not be cause for any claim by the CONSULTANT for extra compensation and the rates described in Exhibit B shall continue to apply.

#### **SECTION V - FORCE MAJEURE**

Force Majeure shall mean an act of God, epidemic, lightening, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractor, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

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

It is further agreed and stipulated that the right of any party hereto excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

#### **SECTION VI - COMPENSATION**

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

**A. Lump Sum Fee**

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

**B. Reimbursable Expenses**

The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by DTPW. Reimbursable expenses may include:

1. Expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis.
2. Expenses for travel, transportation and subsistence outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061, as presently written or hereafter amended.

**C. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate**

1. The fee for engineering services rendered by the CONSULTANT's personnel shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, in compliance with Federal Acquisition Regulation (FAR) cost principles, and in conformance with 23 CFR 172 Procurement, Management, and Administration of Engineering and Design Related Services, for the time of said personnel engaged directly in the work, as shown in Exhibit B attached.  
This fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
2. The CONSULTANT shall be compensated at the rate shown in Exhibit B for the time of principals engaged directly in the work. This rate shall be applied to the time spent on requested work by the following principal: Mr. Ed Palacio
3. Overtime work considered necessary and expressly authorized by DTPW in advance shall be compensated at time-and-a-half of the rate established by Subsection VI-C (1) hereof.

**SECTION VII - ADDITIONAL SERVICES**

Intentionally Omitted.

## **SECTION VIII - METHODS OF PAYMENT**

The COUNTY agrees to make monthly or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide copies of any records reasonably necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:

### **A. Estimated Professional Fees and/or Reimbursable Expenses**

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed and/or expenses incurred.
2. The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsections VI-B and VI-C hereof, respectively. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary.

### **B. Lump Sum Fee**

1. The CONSULTANT shall submit duly certified invoices in triplicate to DTPW. Each invoice shall be referenced to the particular Notice to Proceed, which authorized the services performed.
2. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments.

## **SECTION IX - SCHEDULE OF WORK**

The COUNTY shall have the sole right to determine on which deliverables the CONSULTANT shall precede and in what order. Written Notices to Proceed issued by DTPW shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each deliverable.

## **SECTION X - RIGHT OF DECISIONS**

All services shall be performed by the CONSULTANT to the satisfaction of DTPW who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. DTPW's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decisions of DTPW, the CONSULTANT shall present any such objections in writing to the County Mayor. The County Mayor or the County Mayor's Designee and the CONSULTANT shall abide by the decisions of the County Mayor. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

## **SECTION XI - OWNERSHIP OF DOCUMENTS**

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

## **SECTION XII - REUSE OF DOCUMENTS**

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

## **SECTION XIII - NOTICES**

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

## **SECTION XIV - ABANDONMENT**

In the event the COUNTY causes abandonment, cancellation, or suspension of the projects of parts thereof, the CONSULTANT shall be compensated for all services rendered consistent with terms of this Agreement up to the time the CONSULTANT receives written notification of such abandonment, cancellation or suspension. This compensation shall be determined on the basis of the percentage of the total services, which have been performed at the time the CONSULTANT receives such notice. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that such sums are due.

## **SECTION XV - AUDIT RIGHTS**

The COUNTY reserves the right to audit the records of the CONSULTANT related to this Agreement at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made. The CONSULTANT agrees to provide copies of any records reasonably necessary to substantiate payment requests to the COUNTY. CONSULTANT is also responsible to assist the COUNTY on audits performed by FDOT.

## **SECTION XVI – SUBCONTRACTING**

The CONSULTANT shall not subcontract any work under this Agreement without the written consent of DTPW. When applicable and upon receipt of such consent in writing, the CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. No assignments or transfer of work will be allowed. Subcontractors will need to provide consultant audit package, cost analysis, and any other negotiations documents that are requested by DTPW and FDOT.

## **SECTION XVII - WARRANTY**

The CONSULTANT warrants that no companies or persons, other than bona fide employees working solely for the CONSULTANT or the CONSULTANT's COUNTY authorized subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also warrants that no COUNTY personnel, whether full-time or part-time employees, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT's county approved subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, DTPW shall have the right to annul this Agreement without liability.

## **SECTION XVIII - TERMINATION OF AGREEMENT**

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

## **SECTION XIX - DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of five (5) calendar years, unless terminated by mutual consent of the parties hereto or as provided in Section IX, Section XVII, Section XVIII, Section XX, Section XIV, and Section XXVI hereof.

## **SECTION XX - DEFAULT**

It shall be an "Event of Default" of CONSULTANT if the CONSULTANT fails to keep, observe or perform any of its obligations or duties imposed upon the CONSULTANT under this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from the County to the CONSULTANT setting forth with reasonable specificity the nature of the alleged breach; or in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, the CONSULTANT fails within said thirty (30) day period to promptly commence to pursue curing said default and thereafter fails to act with due diligence and in good faith to completely cure said default within a reasonable time. The thirty (30) day period to cure an Event of Default does not apply

to conditions affecting the safety of persons, animals, County facilities or operations as described in this Agreement.

If an Event of Default on the part of the CONSULTANT shall occur, the County, at any time after the periods set forth above and CONSULTANT has failed to cure such Event of Default within such applicable period, shall have the following rights and remedies, which are cumulative and in addition to any and all other remedies, in law or in equity, that the County may have against CONSULTANT, the County shall be entitled to:

(a) to sue CONSULTANT for all damages, costs and expenses arising from CONSULTANT's committing an Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorney's fees at both trial and appellate levels,

(b) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of this Agreement; and

(c) to terminate any and all obligations that the County may have under this Agreement, in which event the County shall be released and relieved from any and all liability under this Agreement from and after the date of such termination, except for those that expressly survive termination herein.

## **SECTION XXI - INDEMNIFICATION AND INSURANCE**

To the extent provided by law, CONSULTANT and subconsultants shall indemnify, defend, and hold harmless the County 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 CONSULTANT and subconsultants, 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 CONSULTANT and subconsultants hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT and subconsultants to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT and subconsultants 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.

The Consultant shall furnish to the Department of Transportation and Public Works, 111 NW 1<sup>st</sup> Street, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County and FDOT must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

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

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by 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.

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

## **SECTION XXII - CERTIFICATION OF WAGE RATES**

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section VI, are accurate, complete and current as of the date of this Agreement. All wages will need to be verified by payrolls. It is further agreed that said compensation should be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

## **SECTION XXIII - ORDINANCES**

The CONSULTANT agrees to abide and be governed by the COUNTY ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to: Ordinance No. 72-82 (Conflict of Interest), Ordinance No. 77-13 (Financial Disclosure), Ordinance No. 82-37 (Affirmative Action Plan), Ordinance No. 90-133 (Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin and Gender), Ordinance No. 91-142 (Family Leave) as amended by Ordinance No. 92-91, Superseded by Ordinance No. 93-118 (Family Leave Act), Ordinance No. 92-15 (Drug-Free Workplace), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), Ordinance No. 94-73 (Value-Analysis and Life Cycle Costing) and Resolution No. R-385-95 (policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability), Ordinance No. 95-178 (Entity must submit Delinquent or Currently due Fees or Taxes Affidavit), Ordinance No. 97-35 (policy of Fair Subcontracting Practices), Ordinance No. 98-30 (County Contractors Employment and Procurement Practices), Ordinance No. 97-104

(Listing of Subcontractors and Suppliers on County Contracts), Ordinance No. 97-172 (Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the base scope of services), Resolution No. R-1206-97, superseded by Resolution No. R-702-98 (Project Fresh Start-Welfare-to-Work Initiative, Welfare Reform), Ordinance No. 98-106 (Cone of Silence), which are incorporated herein by reference, as if fully set forth herein, in connection with the CONSULTANT's obligations hereunder.

The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P.O. Box 01224, Miami, FL 33101:

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

## **SECTION XXIV – CORRECTIONS TO CONTRACT DOCUMENTS**

The CONSULTANT shall comply with the requirements of section 337.015, F.S. Claims against the consultant for time overruns and substandard work products not in conformance with contract specifications shall be vigorously pursued. The CONSULTANT shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract documents prepared by the CONSULTANT. For the purposes of this contract provision, errors or omissions are to be treated, as follows:

### **A. Errors**

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

### **B. Omissions**

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

To obtain such recovery, the COUNTY shall deduct from funds due the CONSULTANT in this or any other contract the CONSULTANT may or will have with the COUNTY up to the amount of the CONSULTANT's insurance deductible. Should the damages incurred by the COUNTY exceed the CONSULTANT's insurance deductible, the COUNTY shall look to the CONSULTANT and the CONSULTANT's insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and its insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY's right to recover same as stated above provided, however, the Parties agree that in no event shall the CONSULTANT be responsible for the cost of changes to the extent that such changes are determined to be a betterment to the COUNTY. The recovery of additional costs to the COUNTY under this paragraph shall not limit or preclude in any way the CONSULTANT's indemnification obligations to the COUNTY pursuant to Section XXI of this Agreement, or preclude or

limit in any way recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

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

#### **SECTION XXV - AFFIRMATIVE ACTION**

The CONSULTANT's Affirmative Action Plan submitted pursuant to Ordinance 82-37, as approved by Miami-Dade County, Small Business Development Division and any approved update thereof, are hereby incorporated into this agreement. The CONSULTANT will try to undertake and perform the affirmative actions as specified in the plan.

#### **SECTION XXVI - DISABILITY NONDISCRIMINATION**

The CONSULTANT's attention is directed to the Miami-Dade County Resolution No. R-385-95. Pursuant to this resolution, the CONSULTANT is required to submit the Disability Nondiscrimination Affidavit attesting that the CONSULTANT complies with the requirements of the Americans with Disabilities Act (ADA) of 1990 and other laws prohibiting discrimination on the basis of disability. DTPW may declare the CONSULTANT in default of this agreement should a post contract violation of any of the acts occur.

#### **SECTION XXVII - PROMPT PAYMENT**

The CONSULTANT's attention is directed to the Miami-Dade County Ordinance No. 94-40 and the requirements of 49 CFR 26.29, providing for expedited payments. Failing to comply with the Local Government Prompt Payment Act provisions per Ch 218, Part VII, F.S., may be cause for suspension, termination, and debarment, in accordance with the terms of Miami-Dade County contract or Public Health Trust contract and debarment procedures of the Miami-Dade County.

#### **SECTION XXVIII - ENTIRETY OF AGREEMENT**

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

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

This is the Department of Transportation and Public Works (DTPW) standard Professional Services Agreement (PSA) inclusive of all of its exhibits and attachments, inclusive of Exhibit C, Local Agency Program Federal-Aid Terms for Professional Services Contracts, Form 375-040-84. Submittal of contract time and price proposal as per requirements on the Notice to Prospective Consultants (NTPC) is acknowledgement and acceptance by the CONSULTANT of the language in the Agreement. DTPW will not make any changes to the agreement except to incorporate those modifications that are necessary to reflect

the terms of the NTPC. To the extent any terms in the Agreement are in consistency with the terms of the NTPC, the NTPC documents shall govern.

#### **SECTION XXIX – E-VERIFY**

CONSULTANT 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 Agreement; and 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.

#### **SECTION XXX – PERFORMANCE EVALUATION**

At the end of each task work order, DTPW will evaluate the CONSULTANT's performance. This evaluation will become public record.

#### **SECTION XXXI CONSULTANT'S ROLE DURING CONSTRUCTION**

CONSULTANT shall not be responsible during construction of the projects subject to this agreement for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the projects subject to this agreement in accordance with the contract documents or violation of any safety laws, regulations or laws.

No member, officer or employee of the CONSULTANT or subcontractor during their tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

For the Board of County Commissioners, Miami-Dade County, Florida

LUIS MONTALDO, CLERK AD INTERIM

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Mayor

ATTEST:

T.Y. Lin International, Inc.  
A Florida Corporation

By:   
Corporate Secretary

By:   
Vice President - Ed Palacio, PE



(CORPORATE SEAL)

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Assistant County Attorney

# EXHIBIT A

## Requirements for Phase Development and Submittals

## **EXHIBIT "A"**

### **Requirements for Phase Development and Submittals**

#### **Preliminary Design Phase**

- Recommendations for implementation of the MPO's Preliminary Design Report based on existing field condition documentation.

- Proposed variations to the MPO's Preliminary Design Report.
- Typical Section(s) (as required)
- Preliminary Opinion of Probable Construction Cost

#### **30% Phase**

- Traffic Analysis (as required)
- Cover sheet
- Back of Sidewalk Profiles
- Typical Section(s)
- Plan and Profiles (Proposed horizontal road layout to include existing topography & utilities, R/W, geometry, survey reference points; Vertical layout to include existing and proposed PGL & utilities)(as required)
- Cross Sections (existing and proposed)(as required)
- Coordination with applicable jurisdictional permitting agencies
- Value Engineering (Applies for projects > \$5,000,000)

#### **60% Phase**

- Substantial completion of items submitted at 30%.
- General Notes (edited)
- Plan and Profile (Drainage structures and Exfiltration Trench)(as required)
- Drainage Report (final)(as required)
- Drainage Structures Sheets (showing utilities)(as required)
- Summary of Pay Items
- Special Profiles
- Pavement markings & signing and notes(without complete tabulation of quantities)
- Signalization plans (Mast arm data, FPL and AT&T service points, details and notes) (without complete tabulation of quantities)(as required)

- Lighting plans (Pole and conduit layout, pole data, schematic wiring diagram, FPL service points, details, notes and report) (without complete tabulation of quantities)(as required)
- Tree Removal/Relocation plan (without details) (as required)
- Submittal to applicable jurisdictional agencies for review and approval/permits
- Opinion of Probable Construction Cost

#### 90% Phase

- Substantial completion of items submitted at 60%.
- Miscellaneous details and tabulation of quantities (roadway, drainage, lighting, marking and signage, signalization, etc.)
- Maintenance of traffic/Phasing plans (typical sections and notes)
- Opinion of Probable Construction Cost

#### 100% Phase

- Complete design to reflect the review comments from the 90% phase
- Opinion of Probable Construction Cost

#### Project Final Submittal Requirements

- Final design to reflect the review comments from the 100% submittal
- One set of half size (11"x17") mylar originals (4 mil thick) w/ signed coversheet
- CAD Files
- Computation Books
- Drainage Report (signed and sealed) (as required)
- Lighting Report (signed and sealed) (as required)
- Final Opinion of Probable Construction Cost
- Four half size sets (11"x17") of plans (signed and sealed)

# **EXHIBIT B**

## **Summary Table of Loaded Rates per Job Classification and Company**

## Exhibit B

Project Number: E20-DTPW-03

T.Y. Lin International

**Rates provided below are loaded rates; no multipliers will be added to these rates.**

| Consultant                                       | Item                                   | Unit  | Rate   |
|--------------------------------------------------|----------------------------------------|-------|--------|
| T.Y Lin International                            | Chief Engineer 2 A Home                | HOURL | 355.24 |
| T.Y Lin International                            | Chief Engineer 2 B Home                | HOURL | 417.86 |
| T.Y Lin International                            | Chief Planner A Home                   | HOURL | 262.27 |
| T.Y Lin International                            | Designer A Home                        | HOURL | 138.62 |
| T.Y Lin International                            | Designer B Home                        | HOURL | 117.66 |
| T.Y Lin International                            | Engineer 1 A Home                      | HOURL | 228.71 |
| T.Y Lin International                            | Engineer 1 B Home                      | HOURL | 165.37 |
| T.Y Lin International                            | Engineer 2 A Home                      | HOURL | 221.76 |
| T.Y Lin International                            | Engineer 2 B Home                      | HOURL | 214.84 |
| T.Y Lin International                            | Engineering Intern A Home              | HOURL | 115.32 |
| T.Y Lin International                            | Engineering Technician A Home          | HOURL | 127.17 |
| T.Y Lin International                            | Engineering Technician B Home          | HOURL | 115.72 |
| T.Y Lin International                            | Environmental Specialist A Home        | HOURL | 132.07 |
| T.Y Lin International                            | Environmental Specialist B Home        | HOURL | 99.12  |
| T.Y Lin International                            | Mechanical Engineer A Home             | HOURL | 241.05 |
| T.Y Lin International                            | Project Manager 3 A Home               | HOURL | 291.07 |
| T.Y Lin International                            | Senior Designer A Home                 | HOURL | 166.32 |
| T.Y Lin International                            | Senior Designer B Home                 | HOURL | 158.57 |
| T.Y Lin International                            | Senior Electrical Engineer A Home      | HOURL | 195.15 |
| T.Y Lin International                            | Senior Engineer 1 A Home               | HOURL | 327.60 |
| T.Y Lin International                            | Senior Engineer 1 B Home               | HOURL | 255.43 |
| T.Y Lin International                            | Senior Engineer 2 A Home               | HOURL | 304.94 |
| T.Y Lin International                            | Senior Engineer 2 B Home               | HOURL | 282.77 |
| T.Y Lin International                            | Senior Engineering Technician A Home   | HOURL | 73.83  |
| T.Y Lin International                            | Senior Environmental Specialist A Home | HOURL | 249.52 |
| T.Y Lin International                            | Senior Environmental Specialist B Home | HOURL | 235.66 |
| 300 Engineering Group, P.A.                      | Engineer 1 A Home                      | HOURL | 171.20 |
| 300 Engineering Group, P.A.                      | Mechanical Engineer A Home             | HOURL | 166.72 |
| 300 Engineering Group, P.A.                      | Senior Engineer 2 B Home               | HOURL | 184.12 |
| Alleguez Architecture, Inc.                      | Architect Intern A Home                | HOURL | 152.99 |
| Alleguez Architecture, Inc.                      | Senior Architect A Home                | HOURL | 189.57 |
| CH Perez & Associates                            | Engineer 1 A Home                      | HOURL | 110.68 |
| CH Perez & Associates                            | Engineering Technician A Home          | HOURL | 78.28  |
| CH Perez & Associates                            | Senior Engineer 1 A Home               | HOURL | 174.11 |
| Glass Land Acquisition Service Specialists, Inc. | Acquisition Administrator A Home       | HOURL | 176.50 |
| Glass Land Acquisition Service Specialists, Inc. | Acquisition Administrator B Home       | HOURL | 125.32 |
| Glass Land Acquisition Service Specialists, Inc. | Secretary/Clerical A Home              | HOURL | 56.26  |
| Glass Land Acquisition Service Specialists, Inc. | Senior Acquisition Agent A Home        | HOURL | 80.23  |
| Glass Land Acquisition Service Specialists, Inc. | Senior Acquisition Agent B Home        | HOURL | 76.55  |
| Glass Land Acquisition Service Specialists, Inc. | Senior Relocation Agent A Home         | HOURL | 92.01  |
| Glass Land Acquisition Service Specialists, Inc. | Suit Coordinator A Home                | HOURL | 99.23  |
| Janus Research, Inc.                             | Archaeologist A Home                   | HOURL | 52.46  |
| Janus Research, Inc.                             | Chief Archaeologist A Home             | HOURL | 126.72 |
| Janus Research, Inc.                             | Graphic Designer A Home                | HOURL | 63.58  |
| Janus Research, Inc.                             | Scientist A Home                       | HOURL | 60.54  |
| Janus Research, Inc.                             | Secretary/Clerical A Home              | HOURL | 44.59  |
| Janus Research, Inc.                             | Senior Archaeologist A Home            | HOURL | 78.69  |
| Janus Research, Inc.                             | Senior Scientist A Home                | HOURL | 143.22 |
| Janus Research, Inc.                             | Senior Scientist B Home                | HOURL | 241.32 |
| M.G. Vera & Associates, Inc.                     | Chief Utility Coordinator A Home       | HOURL | 141.85 |
| M.G. Vera & Associates, Inc.                     | SUR Chief Surveyor A Home              | HOURL | 356.25 |
| M.G. Vera & Associates, Inc.                     | SUR Chief Surveyor B Home              | HOURL | 212.31 |
| M.G. Vera & Associates, Inc.                     | SUR Crew Chief A Home                  | HOURL | 111.55 |
| M.G. Vera & Associates, Inc.                     | SUR Instrument Operator A Home         | HOURL | 75.57  |

|                                        |                                                       |      |        |
|----------------------------------------|-------------------------------------------------------|------|--------|
| M.G. Vera & Associates, Inc.           | SUR Rod Person A Home                                 | HOUR | 61.17  |
| M.G. Vera & Associates, Inc.           | SUR Senior Surveyor 1 A Home                          | HOUR | 194.32 |
| M.G. Vera & Associates, Inc.           | SUR Senior Surveyor 2 A Home                          | HOUR | 241.10 |
| M.G. Vera & Associates, Inc.           | SUR SUE Technician 1 A Home                           | HOUR | 53.98  |
| M.G. Vera & Associates, Inc.           | SUR SUE Technician 2 A Home                           | HOUR | 100.76 |
| M.G. Vera & Associates, Inc.           | SUR SUE Technician 3 A Home                           | HOUR | 122.35 |
| M.G. Vera & Associates, Inc.           | SUR Survey/GIS/SUE Analyst 1 A Home                   | HOUR | 71.97  |
| M.G. Vera & Associates, Inc.           | SUR Survey/GIS/SUE Analyst 2 A Home                   | HOUR | 98.78  |
| M.G. Vera & Associates, Inc.           | SUR Survey/GIS/SUE Analyst 3 A Home                   | HOUR | 169.13 |
| M.G. Vera & Associates, Inc.           | SUR Survey/GIS/SUE Analyst 3 B Home                   | HOUR | 115.15 |
| M.G. Vera & Associates, Inc.           | Utility Coordinator A Home                            | HOUR | 129.72 |
| Miller Legg & Associates, Inc.         | Environmental Specialist A Home                       | HOUR | 139.75 |
| Miller Legg & Associates, Inc.         | Landscape Architect A Home                            | HOUR | 119.75 |
| Miller Legg & Associates, Inc.         | Landscape Designer/Landscape Planner A Home           | HOUR | 108.86 |
| Miller Legg & Associates, Inc.         | Senior Landscape Architect A Home                     | HOUR | 189.42 |
| Premiere Lighting & Traffic, Inc.      | Chief Designer A Home                                 | HOUR | 131.87 |
| Premiere Lighting & Traffic, Inc.      | Electrical Engineer A Home                            | HOUR | 141.43 |
| Premiere Lighting & Traffic, Inc.      | Engineering Intern A Home                             | HOUR | 126.14 |
| Premiere Lighting & Traffic, Inc.      | Senior Electrical Engineer A Home                     | HOUR | 254.19 |
| Professional Services Industries, Inc. | Chief Engineer A Home                                 | HOUR | 147.20 |
| Professional Services Industries, Inc. | MAT Geologist Professional A Home                     | HOUR | 143.84 |
| Professional Services Industries, Inc. | MAT Senior Engineer A Home                            | HOUR | 162.47 |
| Professional Services Industries, Inc. | Senior Engineer A Home                                | HOUR | 238.41 |
| Quest Corporation of America, Inc.     | Community Outreach Specialist - Senior A Home         | HOUR | 73.34  |
| Quest Corporation of America, Inc.     | Community Outreach Specialist - Senior B Home         | HOUR | 101.57 |
| Quest Corporation of America, Inc.     | Community Outreach Specialist A Home                  | HOUR | 77.60  |
| Quest Corporation of America, Inc.     | Community Outreach Specialist B Home                  | HOUR | 133.98 |
| Quest Corporation of America, Inc.     | GIS Specialist A Home                                 | HOUR | 91.68  |
| Quest Corporation of America, Inc.     | Graphic Designer A Home                               | HOUR | 90.07  |
| Spectrum Haven, LLC                    | Senior Engineer 1 A Home                              | HOUR | 227.44 |
| Underwater Engineering Services, Inc.  | Senior Certified Bridge Inspector A Field             | HOUR | 191.18 |
| Underwater Engineering Services, Inc.  | Senior Certified Bridge Inspector A Field-PREM OT     | HOUR | 23.50  |
| Underwater Engineering Services, Inc.  | Senior Engineer 2 A Field                             | HOUR | 284.74 |
| Underwater Engineering Services, Inc.  | Underwater Certified Bridge Inspector A Field         | HOUR | 152.54 |
| Underwater Engineering Services, Inc.  | Underwater Certified Bridge Inspector A Field-PREM OT | HOUR | 18.75  |

# **EXHIBIT C**

**Local Agency Program Federal-Aid Terms for  
Professional Services Contracts  
Form 375-040-84**

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

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

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, 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. 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 Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency 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 Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. 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.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs 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.
- F. 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 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.
- G. 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.
- H. Information and Reports: The Consultant will 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 Local Agency, 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 Local Agency, 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.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, 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.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, 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 subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. **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).
- L. **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.
- M. **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.
- N. **Participation by Disadvantaged Business Enterprises:** The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement 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."
- Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.
- O. 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.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency 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 Local Agency. 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.

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**Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, 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 Local Agency 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.**

**R. 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 Local Agency, 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.**

**S. The Consultant 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the 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.**