

Memorandum



Date: September 1, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Contract Award Recommendation for General Engineering Consultants for a Wide Range of Engineering, Surveying, Architectural, Landscaping, Technical, Management and Administrative Services (SPD Project No. E23TP05; Contract No. CIP203-DTPW23-PE)

Agenda Item No. 8(N)(8)

Resolution No. R-747-26

Executive Summary

This item recommends that Miami-Dade County (County) execute Professional Services Agreements (PSAs) with two firms – CHA Consulting, Inc. and Jacobs Engineering Group, Inc. – to provide general engineering consultant services across a broad range of disciplines, including engineering, surveying, architectural, landscaping, technical, management and administrative services. The term of the agreements is five years, with a combined maximum allocation of \$28,600,000.

The PSAs are Work Order-driven and are intended to provide flexible, as-needed support services across a wide array of project needs. Illustrative examples of potential services include, but are not limited to, e-Builder process development, design plan reviews, specification development, procurement cost estimating and Local Agency Program support services. The scope of work also includes support for projects within the Five-Year Implementation Plan of the People's Transportation Plan for Fiscal Years 2026-30, such as transit facility and park-and-ride improvements.

These agreements will enable the Department of Transportation and Public Works (DTPW) to leverage advanced, specialized technical expertise and experience to address complex and unforeseen challenges, enhance project delivery and optimize outcomes. This proactive approach will enhance public safety, minimize disruptions, and ultimately support the development of durable and reliable infrastructure.

Recommendation

It is recommended that the Board of County Commissioners approve a competitive award of two PSAs for engineering, surveying, architectural, landscaping, technical, management, and administrative services to CHA Consulting, Inc. and Jacobs Engineering Group, Inc. under SPD Project No. E23TP05; Contract No. CIP203-DTPW23-PE, in the combined maximum amount of \$28,600,000 for a five year term with one, two-year option to renew.

This contract award recommendation is placed for Board review pursuant to County Code Section 29-124(f). The recommendation may only be considered by the Board if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board prior to the date scheduled for Board consideration or 45 days have elapsed since the filing with the Clerk of the Board of this contract award recommendation. If CITT has not forwarded a

recommendation and 45 days have not elapsed since the filing of this contract award recommendation, withdrawal of this item will be requested.

Scope

DTPW has the need to establish two non-exclusive PSAs to provide engineering, surveying, architectural, landscaping, technical, management, and administrative services for various projects across multiple Commission Districts and is thus countywide in nature.

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute and implement the PSAs, including exercising all the provisions therein, including termination and renewal provisions, is consistent with the authorities granted under the County Code.

Fiscal Impact/Funding Source

The PSAs have a total combined value of \$28,600,000 for a term of five years with one, two-year option to renew period.

Base Contract Amount	Contingency Amount (Code Sec. 2-8.1)
\$26,000,000	\$2,600,000

Potential funding sources that will be used:

- Mobility Impact Fees
- Secondary Gas Tax
- Quality Neighborhoods Improvement Program
- Stormwater Utility
- Operating Funds
- People's Transportation Plan

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	Yes	
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	No	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	
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Track Record/Monitor

The designated staff contact to track and monitor the PSAs is Meisel Vera, 786-469-5128, Meisel.Vera@miamidade.gov.

Background

Six proposals were received by the submittal deadline of March 3, 2025. The First-Tier meeting was held on August 8, 2025, followed by a reconvened First-Tier meeting on November 14, 2025, and a second reconvened First-Tier meeting on January 14, 2026.

The Competitive Selection Committee was tasked with evaluating the experience and qualifications of the Proposers and scoring and ranking the proposals in accordance with the evaluation criteria outlined in the solicitation. During the evaluation process, all ties were resolved using the standard tie-breaking procedure described in Section 3.3, Proposal Evaluation, of the Notice to Professional Consultants.

Based on the Competitive Selection Committee's professional judgement, the information provided in the proposals was deemed sufficient to determine the experience and qualifications of the Proposers. As a result, and by a majority vote, the Competitive Selection Committee decided to forego Second Tier proceedings. The two selected firms are listed in the table below.

All firms were evaluated in accordance with Section 2-10.4 of the County Code, Implementing Order 3-34 and Administrative Order 3-39.

Vendors Recommended for Award

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

Vendor Name	Principal Address	Local Address	Principal
CHA Consulting, Inc.	III Winners Circle Albany, NY 12205	8935 NW 35 Lane, Suite 200, Miami, FL 33172	Phil Stevens
Jacobs Engineering Group, Inc.	1999 Bryan Street, Suite 3500, Dallas, TX 75201	9100 S. Dadeland Boulevard, Suite 1510, Miami, FL 33156	Robert Pragada

Due Diligence

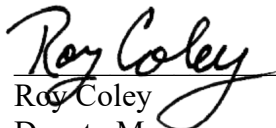
Pursuant to R-187-12, the Strategic Procurement Department (SPD) conducted due diligence in accordance with SPD's Procurement Guidelines to determine vendor responsibility including verifying corporate status and that no performance or compliance issues exist. The lists referenced included: Capital Improvements Information System, SPD 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 (Yes or No)	Notations
Small Business Enterprise - Architecture and Engineering	County Code Section 2-10.4.01	Yes	N/A
Small Business Enterprise - Services	County Code Section 2-8.1.1.1.1	No	N/A
Small Business Enterprise - Goods	County Code Section 2-8.1.1.1.2	No	N/A
In-House Capabilities	Resolution R-1204-05	No	The project carries various engineering disciplines that are not currently available in-house.
Responsible Wages	County Code Section 2-11.16	No	N/A
Sea Level Rise	Ordinance 14-79	Yes	N/A
Sustainable Buildings Measure	Implementing Order 8-8	Yes	Implementing Order 8-8
Local Preference	County Code Section 2-8.5	No	County Code Section 2-8.5
Local Certified Veteran Business Enterprise Preference	Code County Section 2-8.5.1	Yes	Code County Section 2-8.5.1
Consultants' Competitive Negotiation Act	FL Stat. 287.055	Yes	Procurement pursuant to Florida Statute and AO 3-39

Title	Legislation	Applicable (Yes or No)	Notations
Office of Inspector General Fee	County Code Section 2-1076	Yes	Ordinance 97-215



Roy Coley
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 1, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

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

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**
- _____ **Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) 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)(8)
9-1-26

RESOLUTION NO. R-747-26

RESOLUTION APPROVING THE AWARD OF PROFESSIONAL SERVICES AGREEMENTS FOR GENERAL ENGINEERING CONSULTANTS FOR A WIDE RANGE OF ENGINEERING, SURVEYING, ARCHITECTURAL, LANDSCAPING, TECHNICAL, MANAGEMENT, AND ADMINISTRATIVE SERVICES, SPD PROJECT NO. E23TP05; CONTRACT NO. CIP203-DTPW23-PE; BETWEEN MIAMI-DADE COUNTY AND CHA CONSULTING, INC. AND JACOBS ENGINEERING GROUP, INC., IN A TOTAL AMOUNT NOT TO EXCEED \$28,600,000.00 INCLUSIVE OF CONTINGENCY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION AND RENEWAL PROVISIONS, AND AUTHORIZING THE USE OF CHARTER COUNTY SURTAX FUNDS FOR THE PROJECTS IN THE MOST RECENTLY ADOPTED FIVE-YEAR IMPLEMENTATION PLAN, WHICH MAY BE AMENDED

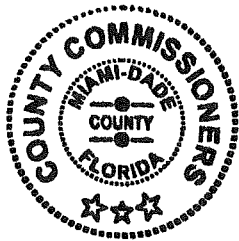
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the contract award to CHA Consulting, Inc. and Jacobs Engineering Group, Inc. in a total amount not to exceed \$28,600,000.00, inclusive of contingency; and authorizes the County Mayor or County Mayor's designee to execute the same and to exercise the provisions contained therein, including termination and renewal provisions, and authorizing the use of Charter County Transportation Surtax Funds for the projects in the most recently adopted Five-Year Implementation Plan, which may be amended.

The foregoing resolution was offered by Commissioner **Roberto J. Gonzalez** ,
who moved its adoption. The motion was seconded by Commissioner **Micky Steinberg**
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	absent		
Marleine Bastien	absent	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Vicki L. Lopez	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2026. 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.

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

Bruce Libhaber

**Professional Services Agreement
Between**

**Miami-Dade County
And**

CHA Consulting, Inc.

**For
Professional Services for Transit and Public
Works Projects**

Contract No.: CIP203-DTPW23-PE (1)

SPD Project No.: E23TP05

MIAMI-DADE COUNTY, FL
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. CIP203-DTPW23-PE (1)
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP05

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EXHIBIT B - INSURANCE

EXHIBIT C - SMALL BUSINESS ENTERPRISE (SBE) GOALS

**MIAMI-DADE COUNTY, FL.
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA)
CONTRACT NO. CIP203-DTPW23-PE (1)
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP05**

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 202__ (the "Effective Date") by and between Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, FL 33128, hereinafter referred to as the "County", and **CHA Consulting, Inc.**, a Florida corporation/limited liability company authorized to do business in the State of Florida, having its principal office at hereinafter referred to as the "Consultant" (collectively, the "Parties", and each may individually be referred to as a "Party."

RECITALS:

- A. The County has met the requirements of Section 287.055, Florida Statutes, the Consultant's Competitive Negotiation Act, as amended, and has selected the Consultant to perform these professional services.

DEFINITIONS:

For purposes of this Agreement the following definitions will apply:

- A. **Applicable Laws** means all applicable federal, state and County laws, ordinances, resolutions, regulations, resolutions, Administrative and Implementing Orders.
- B. **Board** means the Miami-Dade County Board of County Commissioners.
- C. **Code and/or County Code** means the Miami-Dade County Code of Ordinances ("County Code").
- D. **Consultant** means the corporation, limited liability company, limited partnership or other business entity however incorporated who enters in go this Agreement with the County to provide professional services for the Project.
- E. **Contract Documents** as design plans, specifications, cost estimates, and permit applications. This PSA.
- F. **Contracting Officer** is the Director of the Department.
- G. **Contracting Officer's Representative (COR)** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.
- H. **DBE** is Disadvantage Business Enterprise; program used for state and federally funded projects.
- I. **SBE** means the definition of a certified Small Business Enterprise as defined in the County Small Business Enterprise Architecture and Engineering Program as set forth in Section 2-10.4.01 of the County Code. The County endeavors to obtain the participation of Small Business Enterprises per the County Code Section cited above and Title 49 of the Code of Federal Regulations.
- J. **Days** means calendar days.
- K. **Director** means the Director (or their designee) of the County Department named in this Agreement who requires the professional services being provided by this Agreement.
- L. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers, and communication equipment, for more than 30 consecutive days).
- M. **Mayor** means the Miami-Dade County Mayor (or Mayor's designee) who serves as the County's Chief Administrative Officer.
- N. **Order of Preference** means if there is a conflict among the provisions of this Agreement the order of preference is as follows: 1) This Agreement and its Exhibits; 2) Miami-Dade County's Notice to Professional Consultants (NTPC) and, any associated addenda issued; and 3) the Consultant's Proposal in response to the NTPC.

- O. **Project Manager** means the person designated to make day to day decisions on behalf of the County relative to the Project.
- P. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.
- Q. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the CONSULTANT performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder or partner of the firm, (2) a director or officer of the firm or (3) both.
- R. **Subconsultant** means and A&E firm which as a team member, has input for certain aspects of a Project, and who provides professional services under the discretion of a prime consultant/contractor. The term is synonymous with Subcontractor.
- S. **Work Order** means the written authorization to proceed with the Project, phase, or task, as issued by the Director, COR or Project Manager.

Additionally, all definitions set forth in the Consultants' Competitive Negotiation Act. Section 287.055, Florida Statutes, are deemed as being incorporated by reference in this Agreement.

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the County hereby retains the Consultant and the Consultants hereby covenants to provide the professional services prescribed herein in connection with the County Representation Services - Architectural/Engineering, Contract No. E23TP05 /Project No. CIP203-DTPW23-PE (1) as more specifically described in SECTION 2 – PROFESSIONAL SERVICES of this Agreement for the Department of Transportation and Public Works (DTPW) of the County, hereinafter referred to as the "Project".

SECTION 1 – COUNTY OBLIGATIONS

The County agrees that the Miami-Dade County Department of Transportation and Public Works, hereinafter referred to as the "Department", shall furnish to the Consultants any plans and other data available in the County files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the County and shall be provided to the 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. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time(s) set forth in Exhibit A, (*Scope of Work*).

The Director of the County DTPW, hereinafter referred to as the "Director", reserves the right to guarantee the accuracy of information provided by the County to the Consultant. When such guarantee is provided in writing, the Consultant shall not be compensated for independent verification of said information.

The Director or COR, if applicable, shall issue written authorization to proceed to the Consultant for each section of the work to be performed hereunder.

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the County as evaluation criteria for future solicitations.

SECTION 2 – PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from the Director or COR, the Consultant agrees to perform professional services associated with the requested work in accordance with the negotiated terms.

Consultant shall provide all professional services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the Consultant further agrees to provide complete architectural/engineering services including always maintain an adequate staff of qualified personnel on the Project to complete the scope in accordance with the terms specified in the applicable Work Order. All work done by Consultant prior to County approval, shall be at the Consultant's risk and expense. The Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, certificates and licenses as necessary to perform the services in a competent and professional manner. The County has the right to approve the Consultant's workforce and approve specific Consultant employees. The County has the right to have any Consultant employee removed from the work, if, in the County's sole judgment, such employee's conduct or performance is detrimental to the Project. The Consultant shall not replace any employee in the team initially proposed by the Consultant without prior County approval. Before issuing a work order, The Consultant shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (I.R.S.), as Attachment A1 (*schedule of rates*) to this Agreement and made a part hereof.

- A. Comply with all applicable federal, state, and County laws, regulations, codes, ordinances, resolutions, and administrative orders applicable to the work.
- B. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
- C. Report the status of the work to the Director or COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director or COR at any time. The Consultant shall reference all correspondence and work with the Work Order Number.
- D. Submit for County review, work schedules, cost estimates, design computations, drawings, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order/Scope of Work, as applicable. Submit for County approval the final work products upon incorporation of any modifications requested by the County during any previous review. Drawings shall be in AutoCAD format in a version acceptable to the Department. Upon finalization of work the Consultant shall submit hard copy reproducible as well as editable final product disks to the County. Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Consultant will represent its best judgment based on its experience and available information. The County recognizes that Consultant has no control over costs of labor, materials, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Consultant does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by Consultant.
- E. Confer with the County at any time during the further development and implementation of improvements for which the Consultant has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary revisions thereof. The Consultant shall not be compensated for the correction of Consultant's errors and omissions.
- F. Prior to final approval of work by the Director or COR, the Consultant shall complete a preliminary check of any documents submitted for compliance with all government agencies having permitting authority over the Project as required.
- G. The Consultant also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION 10 – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the County.

SECTION 3 – TIME FOR COMPLETION

The services to be rendered by the Consultant for each section of the work shall commence upon receipt of a written Work Order or Notice to Proceed (NTP) from the Director or his designee after the execution of this Agreement and shall be completed within the time stated in the Work Order/NTP.

A reasonable extension of time shall be granted in the event there is a delay on the part of the County in fulfilling its part of the Agreement or should a Force Majeure, as defined in SECTION 4 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.

This Agreement begins on the Effective Date and ends on Five (5) years, after that date, subject to any renewals Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Work Order/NTP with the option of one two (2) year option to renew. The County, at its sole discretion, may extend this Contract for Six (6) months.

SECTION 4 – FORCE MAJEURE

Force Majeure shall mean an acts of nature, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the 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, retained by Consultant, third-party consultants/contractors, material persons, 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 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 promptness.

It is further agreed that the right of any Party hereto to excuse its failure to perform by reason of Force Majeure is 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) 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 5 – COMPENSATION

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

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

The fee for services rendered by the Consultant's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of: **2.9** for Home Office personnel, **2.6** for Field Office personnel on loan for which the Department provides office space, computers and communication equipment (excluding cellular phones), and **2.4** for Survey Personnel. Home Office personnel shall mean personnel that are in the home offices of the Consultant and or Subconsultant(s). Field Office personnel/personnel on loan shall mean personnel that are performing duties in the field, outside of the home offices of the Consultant and or Subconsultant(s), and at County (which shall mean that they are under the supervision of the County's Department and the Department provides office space, computers, and communication equipment, excluding cellular phones), for more than thirty (30) days.

Time worked by the Consultant and/or Subconsultants for this entire period shall be at the Field personnel/personnel on loan rate. 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.

The Consultant and its Subconsultants shall be compensated at the flat rate of **\$150.00** per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s):

PRIME CONSULTANT:

CHA Consulting, Inc.

SUBCONSULTANTS:

305 Consulting Engineers, LLC
Arcadis U.S., Inc.
Caltran Engineering Group
CTS Engineering, Inc
Geosol, Inc.
Graph Code LLC
Holt Communications Inc.
HR Engineering Services, Inc.
IES Professional Engineering Services dba IMHOTEP Engineering Services LLC
Longitude Surveyors, LLC
Manuel G. Vera & Associates
Metric Engineering, Inc.
Motta Consulting Solutions, LLC
PMA Consultants
Program Controls, Inc
RS&H, Inc.
Trace Consultants, Inc.
V3 Architectural Group, Inc.
Volkert, Inc.

The County reserves the right to substitute principals' in the subconsultants, at its sole discretion, upon request by the Consultant.

1. Overtime work considered necessary and previously authorized by the Director or COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer or project architect, as defined by the Director. Overtime is defined as work for more than forty (40) hours per week. Principals shall not receive additional compensation for performance of overtime work.
2. Labor rates shall be in accordance with the list of rates per classification supplied by the Consultant and its Subconsultants and made a part hereof as Attachment A1.
3. The Consultant and its Subconsultants shall not invoice the County for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional

dues, subscriptions, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factors set forth above shall cover all such costs for the work.

A. All payments to Subconsultants employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided in this Agreement or within a Work Order. The Consultant shall not submit invoices, which include charges for services by Subconsultants, unless such services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Subconsultants. The Consultant shall promptly make all payments to such Subconsultants following receipt by the Consultant of corresponding payment from the County. Prior to any payments to Subconsultant(s), the Consultant shall, if requested by the Director or COR, furnish to the County a copy of the Agreement(s) providing for such payments. Compensation rate to Subconsultant(s) authorized by the Director or COR as services shall not exceed the Consultant's rates in this Agreement.

B. Lump Sum Fee

The fee for any requested portion of Work may be, at the option of County, a lump sum amount mutually agreed upon by the Director and the Consultant. The lump sum fee will be estimated based on the direct salaries times the negotiated multiplier times the hours per employee. Designated lump sum fees shall be stated in the written task authorization. Lump sum fees shall NOT include any reimbursable expenses, which must be separately accounted for and paid based on original receipts and actual costs. Additionally, the Consultant and its sub-consultants are required to maintain project records that identify the employees that performed the work and the hours worked, in the event of an audit.

C. Reimbursable Expenses

The Consultant shall be compensated on a direct reimbursement basis for certain work-related expenditures not covered by fees for consulting services, provided such expenditures are reasonable and previously authorized by the Director or COR. Reimbursable expenses may include:

1. Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work. Provided that such purchased instruments remain the property of the County upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).
2. Expenses for travel (except commuting), transportation and subsistence by Consultant's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order (A.O.) 6-1. The Consultant shall obtain prior written authorization from the Director or COR, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the Consultant shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation/Additional Services

The maximum compensation for the services included shall be the NOT TO EXCEED amount of \$ 14,300,000.00 (inclusive of base and contingency allowance amounts) so long as the performance of additional services, as outlined in SECTION 6 hereof, is not necessary and authorized by the Director or designee. County may withhold the amount Consultant is required to reimburse County from any payment due to the Consultant.

E. Surveying and Geotechnical Services

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

1. Land and Engineering Field Survey

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

2. Geotechnical Engineering

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

F. Compensation for Other Services (If applicable)

The County shall compensate other services or goods provided by the Consultant and others working in conjunction with the Consultant as stipulated in Exhibit A.

G. County Discretion to Negotiate

Notwithstanding and prevailing over any other provision of this section, the County reserves the right in its sole discretion, through the Director or COR, to negotiate fees and rates with Consultant, mutually acceptable to County and Consultant, that are less than those set forth herein (please also refer to Attachment A1; Consultant's Schedule of Rates); and for particular projects, including but not limited to lower multiplier and hourly rates.

SECTION 6 – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the Consultant after the maximum compensation limit of the Agreement has been encumbered, the Director or COR shall have the right to authorize performance of additional services provided that compensation for such services does not exceed ten percent (10%) of the Agreement's maximum compensation limit. It is agreed that any unspent portion of the allowance account is to remain with the County.

SECTION 7 – METHODS OF PAYMENT

The County agrees to make monthly payments to the Consultant, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The Consultant agrees to submit invoices within thirty (30) days from the completion of the executed work and to provide with every invoice copy of any records necessary to substantiate payment requests to the County such as timesheets, detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the County. Invoices received more than ninety (90) days from the completion of the executed work may be subject to an applicable audit fee, which audit fee represents a reasonable estimate (not a penalty) of the cost of labor expended by the County staff to review the overdue invoice, and/or the invoice may be rejected by the Director or COR. The Consultant shall submit certified invoices, either digital or hard copies, to the Director or COR in a form acceptable to the Director or COR. Each invoice shall refer to the Work Order which authorized the services performed and/or expenses incurred. The number of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

Pursuant to Administrative Order (A.O.) 3-32 Small Business Enterprise (SBE) Program, Implementing Order (I.O.) 3-41 Small Business Enterprise (SBE) Program and/or Implementing Order (I.O.) 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders

and Reporting, the Consultant is required to file utilization reports with the County contracting department monthly, unless designated otherwise.

The Consultant shall report via the Business Management Workforce System (BMWS) all Subconsultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each Subconsultant participating on the project and verification of payments received must be confirmed by the Subconsultants via BMWS. For additional information regarding online BMWS registration, managing County contracts, and to track compliance with SBE program measures, please contact Strategic Procurement Department (SPD)'s Project Review and Analysis Unit, at (305) 375-3111 or via email at SBDmail@miamidade.gov

Payments shall be made in accordance with the following methods, as identified in the Work Order:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with SECTIONS 5(A) and 5(C) hereof, respectively. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. Lump Sum Fee

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

SECTION 8 – SCHEDULE OF WORK

The Director or designee shall have the sole right to determine on which parts or phases of the work the Consultant shall proceed and in what order.

SECTION 9 – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

- A. The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either Party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Consultant's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Consultant shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in this Section. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- D. In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- E. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review,

or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Consultant to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Section, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Section.

F. This Section will survive the termination or expiration of this Agreement.

SECTION 10 – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County without restrictions or limitations. The County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from County. The Consultant shall warrant to the County that they have a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. All drawings shall be AutoCAD or other software format, in a version acceptable to the Department, produced by computer in files maintained in an electronic format acceptable by the County. When each individual section of work requested pursuant to this Agreement is completed and accepted, all the above data shall be delivered to the Director or COR. Nothing in this Section shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION 11 – REUSE OF DOCUMENTS

The Consultant may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The County shall not be re-invoiced for such reused data. The Director or COR shall not accept any reused data containing an excess or irrelevant material, which has no connection with the applicable portion of the work. The County shall not re-use design documents on other projects not contemplated under this Agreement. Any such re-use shall be at the County's sole risk and expense without legal liability to the Consultant.

SECTION 12 – NOTICES

Any notices, reports or other written communications from the Consultant shall be considered delivered, when delivered by certified mail to the address listed below, electronic media, or delivered in person to the Director or COR. Any notices, reports, or other communications from the County to the Consultant shall be considered delivered when delivered by certified mail to the Consultant at the last address listed below the County or delivered in person to said Consultant or the Consultant's authorized representative to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this Section.

FOR MIAMI-DADE COUNTY:

Project Manager:	Gunnar Wray
Address:	701 NW 1st Court, Suite 15-141, Miami, FL 33136

Telephone:	(786) 469-5257
Email:	Gunnar.Wray@miamidade.gov

and

FOR CONSULTANT:

Project Manager:	Elio Espino, PE, PhD
Address:	8935 NW 35th Ln, Doral, FL 33172
Telephone:	(786) 257-3104
Email:	EEspino@chasolutions.com

SECTION 13 – ABANDONMENT

In the event the County abandons, cancels, or suspends the Project(s) or parts thereof, the Consultant shall be compensated for services rendered consistent with the terms of this Agreement up to the time the Consultant receives written notification of such abandonment, cancellation, or suspension. This compensation shall be determined based on 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 14 – 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 three (3) years after final payment is made. The Consultant agrees to provide copies of any records necessary to substantiate payment requests to the County, including but not limited to audited financial statements, balance sheets and other financial records. In the event an audit undertaken pursuant to this Section reveals improper, inadvertent, or mistaken payments to the Consultant, the Consultant shall remit such payments to the County. The County shall retain all rights and remedies with respect to recovery of payments.

SECTION 15 – SUBCONTRACTING AND ASSIGNMENT

The Consultant shall not assign or transfer any portion of the work under this Agreement other than as expressly provided without the prior written consent of the Director or COR. When applicable and upon receipt of the written consent, the Consultant shall cause the names of firms responsible for portions of each specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed, except pursuant to the purchase of all or substantially all of Consultant's assets or to any successor by way of merger, consolidation, or similar transaction, so long as Consultant obtains prior written consent of the Director or COR. Nothing contained in this Agreement shall create any contractual relationship between the County and the Subconsultant(s).

In addition, and as applicable, the Consultant agrees to comply with the Miami-Dade County Ordinance 01-103 and Administrative Order 3-32 regarding the Small Business Enterprise (SBE) program. The Consultant is required under this Agreement to achieve a Small Business Enterprise (SBE) Goal in accordance with the Contract Measures

applied to this Project as shown below and the attached Certification of Assurance (Exhibit C) as presented in the Consultant's Proposal for the Project.

The Director may declare the Consultant in default of this agreement for the failure of the Consultant to comply with the requirements of this paragraph.

The contract measures for this Agreement is:

Small Business Enterprise (SBE – A/E) 20% Goal

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

A. Subconsultant(s)

The compensation for services rendered by the Subconsultant(s) shall be in accordance with this Section and SECTION 5 - COMPENSATION.

In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Subconsultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, in SECTION 5 of this Agreement.

All services provided by the Subconsultant(s) shall be pursuant to appropriate agreements between the Consultant and the Subconsultant(s) which shall contain provisions that preserve and protect the rights of the County under this Agreement, indemnify, and hold harmless the County.

Subconsultant(s) other than those listed above may not be utilized on the work unless their utilization has been approved in advance by the Director or COR in writing. The Director or COR reserves the right at any time to withdraw the approval of a Subconsultant, if they decide that the services performed by the Subconsultant, are not acceptable to the Director or COR.

SECTION 16 – CERTIFICATION

The Consultant certifies that no companies or persons, other than bona fide employees working solely for the Consultant or the Consultant's County approved Subconsultant(s), have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts, or any other considerations contingent upon or resulting from the award or making of this Agreement. The Consultant also certifies that no County personnel, whether 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 Subconsultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director or COR shall have the right to cancel this Agreement without liability.

SECTION 17 – TERMINATION OF AGREEMENT: FOR CONVENIENCE

It is expressly understood and agreed that the Director or COR may terminate this Agreement, in total or in part, for convenience, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or COR or by declining to issue Work Orders, as provided in SECTION 8; in which event the County's sole obligation to the Consultant shall be payment, in accordance with SECTION 5 – Compensation, for those units or sections of work previously authorized. Such payment shall be determined based on the hours or percentage of work performed by the Consultant, found acceptable to the County, up to the time of termination. In the event partial payment has been made for professional services not performed, the Consultant shall return such sums to the County within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the County may, without penalty or other obligation to the Consultant, elect to employ other persons to perform the same or similar services.

SECTION 18 – DURATION OF AGREEMENT (IF FIXED TERM OF YEARS AGREEMENT)

This Agreement shall remain in full force and effect for a period of Five (5) years effective term after its date of execution and upon issuance of Notice to Proceed with the option of one two (2) year option to renew, provided that the maximum compensation set forth in SECTION 5(D) is not reached by the completion of the effective term (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of said services, whichever occurs first, unless the contract is terminated by mutual consent of the Parties hereto or as provided in SECTION 13, SECTION 16, SECTION 17, SECTION 19, SECTION 23, and SECTION 25 hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance with SECTION 5 hereof.

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10%) of the original Contract Duration. Pursuant to a written request by the Consultant for a time extension for reasons exhibited in SECTIONS 3 and 4, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the Director, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all Parties. Once executed, the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10%) of the original Contract Duration rounded off to the next whole number.

SECTION 19 – TERMINATION: DEFAULT

In the event the Consultant fails to materially comply with the provisions of this Agreement, inclusive of its Exhibits, which includes, without limitation any one or more of the following acts: Consultant has breached the Agreement and not sufficiently timely cured or failed to supply adequate professional personnel or resources or has failed to obtain County approval when required or has been dissolved by state law or otherwise ceased to do business, the Director may declare the Consultant in default by thirty (30) days prior written notification, unless Consultant commences correction of such material non-compliance within five (5) days of such written notification and diligently completes the correction within thirty (30) days thereafter, unless an extension of such thirty (30) day period is granted by the County. In such event, the Consultant shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for such professional services not completed, the Consultant shall return such sums to the County within ten (10) days after receipt of written notice that said sums are due. The Consultant shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event there is litigation to enforce the provisions of the Agreement, or due to a breach of this Agreement, each Party shall bear their own attorney's fees.

SECTION 20 – INDEMNIFICATION AND INSURANCE

Consultant, in accordance with Section 725.06, Florida Statutes, shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant or its employees, agents, servants, partners principals or subcontractors, resulting from the performance of this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant agrees and recognizes that the County shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors, or omissions of the consultant in which the County participated either through review or concurrence of the Consultants actions. In reviewing, approving, or

rejecting any submissions by the Contractor or other acts of the Consultant, the County in no way assumes or shares any responsibility or liability of the Consultant or Subconsultants, the registered professionals (architects and/or Consultants) under this Agreement..

IN ACCORDANCE WITH SECTION 558.0035 OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF THIS AGREEMENT.

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

The Consultant shall furnish to the Miami-Dade County, c/o Department, of Transportation and Public Works, Miami, FL, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

Certificates of Insurance and/or policies should reference SPD No.: E23TP05 and DTPW Contract No.: CIP203-DTPW23-PE (1).

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

At the time of execution of this Agreement, 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 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

SECTION 21 – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to IO 3-39 and Florida State Statute 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred ninety-five thousand dollars (\$195,000); 287.017, (F.S. - category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above-referenced amount:

In accordance with Florida Statute 287.055 5(a), the Consultant hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in SECTION 5, are accurate, complete, and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the price of services was increased due to inaccurate, incomplete, or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the County, whichever is later.

SECTION 22 – APPLICABLE LAWS

The Consultant agrees to abide and be governed by all Applicable Laws. Applicable local laws and ordinances include but are not limited to the following, all as they may be amended from time to time:

- A. Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 of the County Code.
- B. The Consultant shall comply with County Code Sections 2-10.4.01 and 10-38 and Implementing Order No. 3-32; Small Business Enterprise (SBE-A/E) Program for the purchase of Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services.
- C. The Consultant shall comply with County Code Section 2-1076 – Office of Inspector General (IG).
- D. The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law.
- E. The Consultant shall comply with the procedures contained in the FALSE CLAIMS County Code Article XV Sections 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both County and private enforcement.
- F. The Consultant shall comply with the financial disclosure requirements of Section 2-11.1(i) of the County Code, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL 33152-1550:
 - (1) A source of income statement;
 - (2) A current certified financial statement;
 - (3) A copy of the Consultant's Current Federal Income Tax Return.
- G. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Statute 448.095, "Employment eligibility". The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons assigned or authorized by the Consultant to perform work pursuant to the Contract with the County.
- H. SCRUTINIZED COMPANIES - By executing this Agreement through a duly authorized representative, the Consultant certifies that the Consultant is not on the Scrutinized Companies with Activities in Sudan

List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The County shall have the right to terminate this Agreement for default if the Consultant is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

- I. **SUSTAINABLE BUILDINGS PROGRAM** Chapter 9, Article III, Sections 9-71 -9-75, County Code. (If applicable) - The primary method for determining compliance with the Sustainable Buildings Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System and the Institute for Sustainable Infrastructure's Envision Rating System. All construction projects are required to meet the standards delineated in the County Code Section cited above.. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council or the Institute for Sustainable Infrastructure, or as otherwise directed by the County's Sustainability Manager.
 1. **New Construction (NC):** All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System or the Envision Rating System, contingent on the particular category of construction.
 2. **Major Renovations and Remodels:** All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
 3. **Non-Major Renovations and Remodels:** All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).
 4. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of approved green building practices as are feasible from a practical and fiscal perspective; however, LEED and Envision certification will not be required.
- J. **ENERGY EFFICIENT BUILDING TAX CREDIT (IF APPLICABLE)** – The Energy Policy Act (EP Act) of 2005 (Section 1331) as established IRS Section 179D, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-in-service after December 31, 2005. This incentive was extended by the Emergency Economic Stabilization Act of 2008, to include improvements placed-in-service before January 1, 2014. The returns may be amended going back three (3) tax years, so projects that come on line in 2007 or afterwards are eligible. The Consultant is designated as the Designer/Construction Manager ("the Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for:
 1. The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").
 2. If County and the Internal Revenue Service (IRS) determine that the Consultant is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to County (the determination of rebate versus discount to be determined by County in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.
 3. The County reserves the right to retain a third party consultant to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the a third party consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.
 4. The County agrees to cooperate in all reasonable respects with the a third party consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of the

County.

- K. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY - The Contractor (in this Agreement – “the Consultant”) shall comply with the Public Records Laws of the State of Florida, including but not limited to:
- (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

miamidadecounty@govqa.us.

L. Prohibited Telecommunications Equipment. Consultant represents and certifies that Consultant and all Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and all Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

M. TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES: During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. 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);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. 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);

- D. 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;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- F. 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);
- G. 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);
- H. Titles II and III of the Americans with Disabilities Act of 1990, 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 CFR parts 37 and 38;
- I. 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);
- J. 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;
- K. 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);
- L. 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.*).
- M. Antitrust Laws. By acceptance of this Agreement Consultant agrees to comply with the antitrust laws of the United States and the State of Florida.

SECTION 23 – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter (1/4) of one percent (1%) of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Consultant shall in stating it has agreed to this process and be mindful of this assessment, which will not be separately identified, calculated, or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders/amendments and all contract renewals and extensions.

Upon ten (10) days written notice, the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which in the Inspector General's sole

judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation.

The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Contract, for examination, audit, or reproduction, until three (3) years after final payment under this Contract or for any longer period required by statute or by other clauses of this Contract. In addition:

1. If this Contract is completely or partially terminated, the Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this Section shall apply to the Consultant, its officers, agents, employees, subcontractors/subconsultants and suppliers. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this Contract.

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

Exception: The above application of one quarter (1/4) of one percent (1%) fee assessment shall not apply to the following contracts, including yet not limited to; a) small purchase orders as defined in Miami-Dade County Administrative Order (A.O.) 3-2; (b) federal, state and local government-funded grants; and (c) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent (1%) in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL The Consultant is hereby directed to the requirements of Administrative Order (A.O.) 3-20 and Resolution R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this Agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring, and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

Upon ten (10) days written notice to the Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Consultant's possession, custody or control which, in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful subcontractors/subconsultants and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document; all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this Section shall apply to the Consultant, its officers, agents, and employees. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this agreement. Nothing in this Contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this Section are neither intended nor shall they be construed to impose any liability on the County by the Consultant or third Parties.

SECTION 24 – AFFIRMATIVE ACTION

The Consultant' is required to submit an Affirmative Action Plan pursuant to County Code Section 2-8.1.5, upon request by the County.

SECTION 25 – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

The Consultant's attention is directed to County Code Section 2-8.1.4, providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the prime contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the county contract or Public Health Trust contract and debarment procedures of the County.

SECTION 26 – SANCTIONS FOR CONTRACTUAL VIOLATIONS

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the County Code, the County may terminate the Agreement or require the termination or cancellation of the Subconsultant contract. In addition, a violation by a respondent or Subconsultant to the respondent, or failure to comply with the Implementing Order (I.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the I.O.

SECTION 27 – SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**A. Supplier/Vendor Registration**

The Consultant shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Consultant's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Consultant for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records.

The Consultant confirms its commitment to comply with the following:

- | | |
|--|--|
| 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County) | (Section 2-8.1.2(b) of the Code of Miami-Dade County) |
| 2. Miami-Dade County Employment Disclosure Affidavit (Section 2.8.1(d)(2) of the Code of Miami-Dade County) | 4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the Code of Miami-Dade County) |
| 3. Miami-Dade County Employment Drug-free Workplace Certification | 5. Miami-Dade County Debarment Disclosure Affidavit |

(Section 10.38 of the Code of Miami-Dade County)

(Section 448.095, of the Florida State Statutes)

6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**

12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1, 2-8.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

B. Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

SECTION 28 – ERRORS AND OMISSIONS

The County shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc. that the County may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or omissions in the bid documents that were prepared by the Consultant. For the purposes of this Contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

It is specifically agreed that any construction changes identified by the County as an error in the bid documents that were prepared by the Consultant may constitute an additional cost to the County that would not have been incurred without the error. The Consultant agrees to be responsible for direct damages to the County, to the extent such damages were caused by the Consultant's negligence.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes identified by the County as an omission in the bid documents that were prepared by the Consultant may constitute an additional cost to the County that would not have been incurred without the omission. The Consultant agrees to be responsible for direct damages to the County, to the extent such damages were caused by the Consultant's negligence.

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

contractor shall constitute a waiver of Consultant's rights to contest the appropriateness or amount of any settlements or change orders.

To obtain recovery for errors and/or omissions covered in paragraphs A and B above, 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 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 Consultant be responsible for the cost of construction 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 Section shall not preclude or limit in any way the Consultant's indemnification obligations to the County pursuant to SECTION 20 of this Agreement or preclude or limit in any way recovery for other separate and/or additional damages that the County may otherwise incur."

SECTION 29 – AUTHORITY OF PROJECT MANAGER; COUNTY REGULATORY AUTHORITY

Project Manager Authority. The Project Manager is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Consultant acknowledges that the Project Manager has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent expressly applicable, in the County Code. The Project Manager may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code, the Project Manager may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Project Manager may designate one or more County employees with authority pertaining to day- to-day Project management or activities. Consultant shall notify Project Manager in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party to this Agreement.

SECTION 30 – MISCELLANEOUS

A. Standard of Care. Notwithstanding any other provisions to the contrary, in the performance of its Services, Consultant shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time. County recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. Consultant is not responsible for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

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

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

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

F. Right of Entry. County grants to Consultant and, if the project site is not owned by County, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents and Subconsultants, upon the

project site for the purpose of providing the Services. County recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

SECTION 32 – ENTIRETY OF AGREEMENT; GOVERNING LAW AND VENUE

This writing and its attachments embody 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 modifications of the terms of this Agreement shall be valid unless made in writing, signed by both Parties hereto, and approved by the Board of County Commissioners.

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

CONSULTANT (CORPORATION)

CHA Consulting, Inc.
Legal Name of Corporation

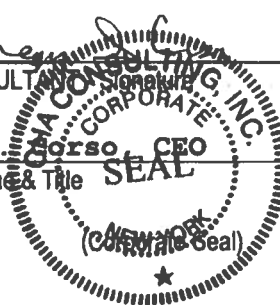
ATTEST:

Secretary: 
Signature and Seal

Michael A. Platt
Type Name

By: 
CONSULTANT Signature

Gregory S. Borso, CEO
Type Name & Title



CONSULTANT (INDIVIDUAL, PARTNERSHIP, OR JOINT VENTURE)

Legal Name

Witness: _____ By: _____

Signature

Witness: _____ By: _____

Signature

FEIN 16-0966259

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

**ATTEST: Juan Fernandez-Barquin, Clerk of
the Court and Comptroller**

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

(Assistant County Attorney)

ATTACHMENTS AND EXHIBITS FOR

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. CIP203-DTPW23-PE (1)
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP05

EXHIBIT A - SCOPE OF BASIC AND ADDITIONAL SERVICES

SCOPE OF SERVICES AND TERMS

Department of Transportation and Public Works (DTPW) has a need for Professional and technical services for DTPW will include, but not necessarily be limited to the following: a wide range of engineering, surveying, architectural, landscaping, technical, management, and administrative capabilities. Services will be provided on an as-needed basis for DTPW projects.

ATTACHMENT A1 - CONSULTANT'S SCHEDULE OF RATES

Job Class	Unloaded Rate	Unit
Acquisition Administrator	\$64.50	Hour
Acquisition Agent	\$42.44	Hour
Architect	\$60.91	Hour
Architect Intern	\$35.66	Hour
CADD/Computer Technician	\$40.12	Hour
Chief Computer Programmer	\$70.94	Hour
Chief Designer	\$51.44	Hour
Chief Engineer 1	\$113.09	Hour
Chief Engineer 2	\$120.00	Hour
Chief Landscape Architect	\$91.55	Hour
Chief Planner	\$99.41	Hour
Chief Scientist	\$72.59	Hour
Chief Utility Coordinator	\$68.09	Hour
Community Outreach Specialist	\$38.47	Hour
Community Outreach Specialist - Junior	\$35.97	Hour
Community Outreach Specialist - Senior	\$53.32	Hour
Computer Programmer	\$55.95	Hour
Design Intern	\$16.00	Hour
Designer	\$37.00	Hour
Electrical Engineer	\$52.54	Hour
Engineer 1	\$60.58	Hour
Engineer 2	\$75.00	Hour
Engineering Intern	\$46.06	Hour
Engineering Technician	\$38.75	Hour
Environmental Specialist	\$39.91	Hour
GIS Specialist	\$51.78	Hour
Graphic Designer	\$43.90	Hour
Inspector	\$30.03	Hour
Landscape Architect	\$67.27	Hour
Landscape Designer/Landscape Planner	\$42.07	Hour
MAT Chief Engineer	\$85.29	Hour
MAT Engineer	\$52.47	Hour
MAT Engineer Intern	\$38.81	Hour
MAT Engineering Technician	\$31.68	Hour
MAT Principal Engineer	\$65.46	Hour
MAT Project Manager	\$69.17	Hour
MAT Senior Engineer	\$60.57	Hour
MAT Senior Engineering Technician	\$41.19	Hour
Mechanical Engineer	\$67.92	Hour

Planner	\$42.21	Hour
Principal Engineer	\$122.10	Hour
Project Landscape Architect	\$57.92	Hour
Project Manager 1	\$82.05	Hour
Project Manager 2	\$104.38	Hour
Project Manager 3	\$114.60	Hour
Project Planner	\$58.00	Hour
Project Program Controller	\$37.32	Hour
Property Management Administrator	\$47.36	Hour
Relocation Administrator	\$64.50	Hour
Relocation Agent	\$52.86	Hour
Secretary/Clerical	\$36.04	Hour
Senior Acquisition Agent	\$42.44	Hour
Senior Architect	\$84.49	Hour
Senior Computer Programmer	\$62.78	Hour
Senior Designer	\$57.25	Hour
Senior Electrical Engineer	\$79.62	Hour
Senior Engineer 1	\$89.31	Hour
Senior Engineer 2	\$95.00	Hour
Senior Engineering Technician	\$43.00	Hour
Senior Environmental Specialist	\$57.82	Hour
Senior Inspector	\$35.21	Hour
Senior Landscape Architect	\$79.58	Hour
Senior Mechanical Engineer	\$85.01	Hour
Senior Planner	\$77.00	Hour
Senior Relocation Agent	\$47.36	Hour
Senior Utility Coordinator	\$62.02	Hour
SUR Chief Surveyor	\$68.50	Hour
SUR Crew Chief	\$35.93	Hour
SUR Field Crew Supervisor 1	\$68.82	Hour
SUR Field Crew Supervisor 2	\$70.00	Hour
SUR Instrument Operator	\$25.00	Hour
SUR Secretary/Clerical	\$37.23	Hour
SUR Senior Surveyor 2	\$76.00	Hour
SUR SUE Technician 1	\$16.25	Hour
SUR SUE Technician 2	\$24.00	Hour
SUR SUE Technician 3	\$39.00	Hour
SUR Survey Project Manager 1	\$60.09	Hour
SUR Survey Project Manager 2	\$72.94	Hour
SUR Survey Project Manager 3	\$91.70	Hour
SUR Survey/GIS/SUE Analyst 1	\$28.00	Hour

SUR Survey/GIS/SUE Analyst 2	\$38.96	Hour
SUR Survey/GIS/SUE Analyst 3	\$53.00	Hour
SUR Surveyor	\$71.95	Hour
SUR UAS Operator	\$61.27	Hour
Transportation Data Analyst	\$44.05	Hour
Transportation Data Scientist	\$68.40	Hour
Transportation Data Technician	\$33.56	Hour
Utility Coordinator	\$46.86	Hour
Contract Manager	\$143.95	Hour
Deputy Contract Manager	\$119.00	Hour
All Other Employees	\$90.00	Hour

EXHIBIT B - INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2026

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): 617-328-6555 E-MAIL ADDRESS: boston@amesgough.com FAX (A/C, No): 617-328-6555
INSURED CHA Consulting, Inc. 3 Winners Circle Albany NY 12205	INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Specialty Insurance Company INSURER B: Phoenix Insurance Company A++, XV INSURER C: Travelers Indemnity Company, A++, XV INSURER D: Charter Oak Fire Insurance Company A++ (XV) INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 220642824 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	630-7E170386	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		810-4S407410	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		CUP-4S539836	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ A	UB-4S429322	8/1/2025	8/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability & Pollution		47-EPP-308429-07	8/1/2025	8/1/2026	Per Claim Limit \$6,000,000 Aggregate Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If AI box is checked, GL Endorsement Form #CGD604, Auto AI #CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.
Re: SPD No. E23TP05 / Contract No. CIP203-DTPW23-PE(1)
Miami-Dade County named additional insured on CGL,

CERTIFICATE HOLDER**CANCELLATION**

Miami-Dade County
111 NW 1st Street
Suite 2340
Miami FL 33128
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gared Maxwell

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ACORD 25 (2014/01)

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MDC043

**EXHIBIT C - SMALL BUSINESS ENTERPRISE (SBE) GOALS
PROJECT WORKSHEET AND CERTIFICATION OF ASSURANCE**



Office of Small Business Development

Project Worksheet

Project/Contract Title: General Architectural/Engineering Consultants For A Wide Range Of Engineering, Surveying, Architectural, Landscaping, Technical, Management And Administrative Services As Needed To Assist In Delivering The Capital Program Received Date: 6/28/2024

Project/Contract No: E23TP05 Funding Source: Other

Department: Transportation & Public Works

Estimated Cost of Project/Bid: \$26,000,000.00

Description of Project/Bid: DTPW has the need to establish two (2) non-exclusive Professional Services Agreements (PSA) for a wide range of engineering, surveying, architectural, landscaping, technical, management, and administrative services as needed to assist in delivering the Capital Program.

Contract Measures		
Measure	Program	Goal Percent
Goal	SBE - A&E	20.00%
Reasons for Recommendation		
<p>SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE-A&E). An analysis of the factors contained in the project package, as well as the factors contained in Section V. B. 2. C. of Implementing Order 3-32 indicates a 20.00% SBE-A&E Sub-Consultant Goal is appropriate for this contract in the following Technical Categories: TC 1.01 (Urban Area And Regional Transportation Planning) - 1.00%, TC 1.02 (Mass And Rapid Transit Planning) - 1.00%, TC 3.02 (Major Highway Design) - 2.00%, TC 3.04 (Traffic Engineering Studies) - 1.00%, TC 3.09 (Signing, Pavement Marking, And Channelization) - 1.00%, TC 3.10 (Lighting) - 1.00%, TC 3.11 (Signalization) - 1.00%, TC 8.00 (Telecommunication Systems) - 1.00%, TC 9.02 (Geotechnical And Materials Engineering Services) - 1.00%, TC 10.01 (Stormwater Drainage Design Engineering Services) - 1.00%, TC 10.05 (Contamination Assessment And Monitoring) - 1.00%, TC 11.00 (General Structural Engineering) - 1.00%, TC 12.00 (General Mechanical Engineering) - 1.00%, TC 13.00 (General Electrical Engineering) - 1.00%, TC 15.01 (Surveying And Mapping - Land Surveying) - 1.00%, TC 17.00 (Engineering Construction Management) - 1.00%, TC 18.00 (Architectural Construction Management) - 1.00%, TC 21.00 (Land Use Planning) - 1.00% and TC 22.00 (ADA Title II Consultant) - 1.00%.</p> <p>Maximum compensation for each of (Two) (2) Separate PSAs is \$13,000,000.00 excluding contingencies (for a total of \$26,000,000.00) with a five-year effective term with a two year option to renew with no minimum amount of work or compensation guaranteed to the retained consultants.</p> <p>SMALL BUSINESS ENTERPRISE - SERVICES (SBE-S). An analysis of Implementing Order 3-41 & Ordinance 16-109, as well as the project package indicates a No Measure is appropriate.</p> <p>01-02 MASS AND RAPID TRANSIT PLANNING, MDC-TCC 08 TELECOMMUNICATION SYSTEMS, MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 18 ARCHITECTURAL CONSTRUCTION MANAGEMENT, MDC-TCC 21 LAND-USE PLANNING, MDC-TCC 22 ADA TITLE II CONSULTANT, MDC-TCC 03-04 TRAFFIC ENGINEERING STUDIES, MDC-TCC 03-09 SIGNING, PAVEMENT MARKING AND CHANNELIZATION, MDC-TCC 03-10 LIGHTING, MDC-TCC 03-11 SIGNALIZATION, MDC-TCC 09-02 GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES, MDC-TCC 10-01 STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES, MDC-TCC 10-05 CONTAMINATION ASSESSMENT AND MONITORING, MDC-TCC 15-01 SURVEYING AND MAPPING - LAND SURVEYING</p>		

Small Business Contract Measure Recommendation	
Substrate	Category
Urban Area And Regional Transportation Planning	SBE A&E
Mass And Rapid Transit Planning	SBE A&E
Major Highway Design	SBE A&E
Traffic Engineering Studies	SBE A&E
Signing, Pavement Marking, And Channelization	SBE A&E
Lighting	SBE A&E
Signalization	SBE A&E
Telecommunication Systems	SBE A&E
Geotechnical And Materials Engineering Services	SBE A&E
Stormwater Drainage Design Engineering Services	SBE A&E
Contamination Assessment And Monitoring	SBE A&E
General Structural Engineering	SBE A&E
General Mechanical Engineering	SBE A&E
General Electrical Engineering	SBE A&E
Surveying And Mapping - Land Surveying	SBE A&E
Engineering Construction Management	SBE A&E
Architectural Construction Management	SBE A&E
Land-Use Planning	SBE A&E
ADA Title II Consultant	SBE A&E

Living Wages: YES ☐ NO ☒ Highway: YES ☐ NO ☒ Heavy Construction: YES ☐ NO ☒
Responsible Wages: YES ☐ NO ☒ Building: YES ☐ NO ☒


SBD Director

7-2-24
Date

CHA CONSULTING, INC.



SMALL BUSINESS DEVELOPMENT CERTIFICATE OF ASSURANCE FORM

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

(All bidders proposing on a County projects with SBE measure(s) must submit this form at the time of bid submission)

Project No: E23TP05 Project Title: GEC for wide range of engineering, surveying, architectural, landscaping, technical, management, and administrative services

Bidder/Proposer: CHA Consulting, Inc.Address: 8935 NW 35th Ln, Suite 200 City: Doral State: FL ZIP: 33172Contact Number: (305) 592-7283

The bidder is committed to meeting the established 20 % SBE-A/E, SBE-G and _____ % SBE-S, measure(s) assigned to this project.

Thomas D. Titsworth, Assistant Secretary
Prime Bidder's Name & Title

[Signature]
Prime Bidder's Signature

2/13/25
Date

To satisfy the requirements for Step 1 - Bid Submittal and compliance with the Small Business (s) Program the following are required:

1. Acknowledgement of the SBE-A/E, and SBE-G/S goal(s) established for this project via the Certificate of Assurance Form.
2. Agree to engage in the solicitation of approved Miami Dade County Small Business Enterprise firm(s) to achieve the established goal(s) as indicated in the Project Documents (specifications).
3. Agree to submit a list of SBEs to satisfy the measures via Miami-Dade County Contract Compliance Workforce Management System within seventy-two (72) hours once notified by email by Small Business Development Division

To satisfy the requirements for Step 2 - Bid Evaluation and Recommendation for Award, note the following:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to submit my company's Utilization Plan within seventy-two (72) hours of receiving an email notification from Small Business Development Division to list all certified Miami-Dade County Small Business Enterprise firms via Miami-Dade County's Contract Compliance Workforce Management System who will be subcontracted with to satisfy the contracts established SBE goal(s). Each SBE sub consultant and or sub-vendor will be required to confirm the relationship for final approval

STATE OF New YorkCOUNTY OF Albany

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

[Signature]
Signature of Officer

SWORN TO and subscribed before me this 13th day of February, 2025

[Signature]
Signature of Notary Public, State of New York

My Commission Expires: 5/30/2025

JONATHAN HOWARD BARD
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 025A6359467
Qualified in Dutchess County
Commission Expires May 30, 2025

**Professional Services Agreement
Between**

**Miami-Dade County
And**

Jacobs Engineering Group, Inc.

**For
Professional Services for Transit and Public
Works Projects**

Contract No.: CIP203-DTPW23-PE (2)

SPD Project No.: E23TP05

MIAMI-DADE COUNTY, FL
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. CIP203-DTPW23-PE (2)
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP05

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ATTACHMENTS AND EXHIBITS

EXHIBIT A -SCOPE OF WORK

ATTACHMENT A1- CONSULTANT'S SCHEDULE OF RATES

EXHIBIT B - INSURANCE

EXHIBIT C - SMALL BUSINESS ENTERPRISE (SBE) GOALS

**MIAMI-DADE COUNTY, FL.
NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (PSA)
CONTRACT NO. CIP203-DTPW23-PE (2)
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP05**

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 202__ (the "Effective Date") by and between Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, FL 33128, hereinafter referred to as the "County", and Jacobs Engineering Group, Inc., a Florida corporation/limited liability company authorized to do business in the State of Florida, having its principal office at hereinafter referred to as the "Consultant" (collectively, the "Parties", and each may individually be referred to as a "Party."

RECITALS:

- A. The County has met the requirements of Section 287.055, Florida Statutes, the Consultant's Competitive Negotiation Act, as amended, and has selected the Consultant to perform these professional services.

DEFINITIONS:

For purposes of this Agreement the following definitions will apply:

- A. **Applicable Laws** means all applicable federal, state and County laws, ordinances, resolutions, regulations, resolutions, Administrative and Implementing Orders.
- B. **Board** means the Miami-Dade County Board of County Commissioners.
- C. **Code and/or County Code** means the Miami-Dade County Code of Ordinances ("County Code").
- D. **Consultant** means the corporation, limited liability company, limited partnership or other business entity however incorporated who enters in go this Agreement with the County to provide professional services for the Project.
- E. **Contract Documents** as design plans, specifications, cost estimates, and permit applications. This PSA.
- F. **Contracting Officer** is the Director of the Department.
- G. **Contracting Officer's Representative (COR)** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.
- H. **DBE** is Disadvantage Business Enterprise; program used for state and federally funded projects.
- I. **SBE** means the definition of a certified Small Business Enterprise as defined in the County Small Business Enterprise Architecture and Engineering Program as set forth in Section 2-10.4.01 of the County Code. The County endeavors to obtain the participation of Small Business Enterprises per the County Code Section cited above and Title 49 of the Code of Federal Regulations.
- J. **Days** means calendar days.
- K. **Director** means the Director (or their designee) of the County Department named in this Agreement who requires the professional services being provided by this Agreement.
- L. **Field Overhead Rate** is the overhead rate to use when field personnel or personnel on loan are performing duties in the field, outside of the home office of the consultant and/or subconsultant, and at County offices (which shall mean that they are under the direct supervision of the County and the County provides office space, computers, and communication equipment, for more than 30 consecutive days).
- M. **Mayor** means the Miami-Dade County Mayor (or Mayor's designee) who serves as the County's Chief Administrative Officer.
- N. **Order of Preference** means if there is a conflict among the provisions of this Agreement the order of preference is as follows: 1) This Agreement and its Exhibits; 2) Miami-Dade County's Notice to Professional Consultants (NTPC) and, any associated addenda issued; and 3) the Consultant's Proposal in response to the NTPC.

- O. **Project Manager** means the person designated to make day to day decisions on behalf of the County relative to the Project.
- P. **Professional Services Agreement (PSA)** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.
- Q. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the CONSULTANT performs the Services in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the CONSULTANT performs the Services in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder or partner of the firm, (2) a director or officer of the firm or (3) both.
- R. **Subconsultant** means and A&E firm which as a team member, has input for certain aspects of a Project, and who provides professional services under the discretion of a prime consultant/contractor. The term is synonymous with Subcontractor.
- S. **Work Order** means the written authorization to proceed with the Project, phase, or task, as issued by the Director, COR or Project Manager.

Additionally, all definitions set forth in the Consultants' Competitive Negotiation Act. Section 287.055, Florida Statutes, are deemed as being incorporated by reference in this Agreement.

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the County hereby retains the Consultant and the Consultants hereby covenants to provide the professional services prescribed herein in connection with the County Representation Services - Architectural/Engineering, Contract No. E23TP05 /Project No. CIP203-DTPW23-PE (2) as more specifically described in SECTION 2 – PROFESSIONAL SERVICES of this Agreement for the Department of Transportation and Public Works (DTPW) of the County, hereinafter referred to as the "Project".

SECTION 1 – COUNTY OBLIGATIONS

The County agrees that the Miami-Dade County Department of Transportation and Public Works, hereinafter referred to as the "Department", shall furnish to the Consultants any plans and other data available in the County files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the County and shall be provided to the 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. County shall arrange for access to, and make all provisions for, Consultant to enter upon public and private property as required for Consultant to perform its Services. County shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time(s) set forth in Exhibit A, (*Scope of Work*).

The Director of the County DTPW, hereinafter referred to as the "Director", reserves the right to guarantee the accuracy of information provided by the County to the Consultant. When such guarantee is provided in writing, the Consultant shall not be compensated for independent verification of said information.

The Director or COR, if applicable, shall issue written authorization to proceed to the Consultant for each section of the work to be performed hereunder.

Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the County as evaluation criteria for future solicitations.

SECTION 2 – PROFESSIONAL SERVICES

Upon receipt of authorization to proceed from the Director or COR, the Consultant agrees to perform professional services associated with the requested work in accordance with the negotiated terms.

Consultant shall provide all professional services as set forth in Exhibit A, including all necessary, incidental, and related activities required for full and complete performance of this Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the Consultant further agrees to provide complete architectural/engineering services including always maintain an adequate staff of qualified personnel on the Project to complete the scope in accordance with the terms specified in the applicable Work Order. All work done by Consultant prior to County approval, shall be at the Consultant's risk and expense. The Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, certificates and licenses as necessary to perform the services in a competent and professional manner. The County has the right to approve the Consultant's workforce and approve specific Consultant employees. The County has the right to have any Consultant employee removed from the work, if, in the County's sole judgment, such employee's conduct or performance is detrimental to the Project. The Consultant shall not replace any employee in the team initially proposed by the Consultant without prior County approval. Before issuing a work order, The Consultant shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates, as reported to the Internal Revenue Service (I.R.S.), as Attachment A1 (*schedule of rates*) to this Agreement and made a part hereof.

- A. Comply with all applicable federal, state, and County laws, regulations, codes, ordinances, resolutions, and administrative orders applicable to the work.
- B. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
- C. Report the status of the work to the Director or COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the Director or COR at any time. The Consultant shall reference all correspondence and work with the Work Order Number.
- D. Submit for County review, work schedules, cost estimates, design computations, drawings, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order/Scope of Work, as applicable. Submit for County approval the final work products upon incorporation of any modifications requested by the County during any previous review. Drawings shall be in AutoCAD format in a version acceptable to the Department. Upon finalization of work the Consultant shall submit hard copy reproducible as well as editable final product disks to the County. Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Consultant will represent its best judgment based on its experience and available information. The County recognizes that Consultant has no control over costs of labor, materials, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Consultant does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by Consultant.
- E. Confer with the County at any time during the further development and implementation of improvements for which the Consultant has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary revisions thereof. The Consultant shall not be compensated for the correction of Consultant's errors and omissions.
- F. Prior to final approval of work by the Director or COR, the Consultant shall complete a preliminary check of any documents submitted for compliance with all government agencies having permitting authority over the Project as required.
- G. The Consultant also agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION 10 – OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the County.

SECTION 3 – TIME FOR COMPLETION

The services to be rendered by the Consultant for each section of the work shall commence upon receipt of a written Work Order or Notice to Proceed (NTP) from the Director or his designee after the execution of this Agreement and shall be completed within the time stated in the Work Order/NTP.

A reasonable extension of time shall be granted in the event there is a delay on the part of the County in fulfilling its part of the Agreement or should a Force Majeure, as defined in SECTION 4 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.

This Agreement begins on the Effective Date and ends on Five (5) years, after that date, subject to any renewals Consultant shall perform the Services within the time periods specified in Exhibit A. Time periods shall commence from the date of the applicable Work Order/NTP with the option of one two (2) year option to renew. The County, at its sole discretion, may extend this Contract for Six (6) months.

SECTION 4 – FORCE MAJEURE

Force Majeure shall mean an acts of nature, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the 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, retained by Consultant, third-party consultants/contractors, material persons, 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 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 promptness.

It is further agreed that the right of any Party hereto to excuse its failure to perform by reason of Force Majeure is 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) 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 5 – COMPENSATION

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

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

The fee for services rendered by the Consultant's personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times negotiated multipliers of: **2.9** for Home Office personnel, **2.6** for Field Office personnel on loan for which the Department provides office space, computers and communication equipment (excluding cellular phones), and **2.4** for Survey Personnel. Home Office personnel shall mean personnel that are in the home offices of the Consultant and or Subconsultant(s). Field Office personnel/personnel on loan shall mean personnel that are performing duties in the field, outside of the home offices of the Consultant and or Subconsultant(s), and at County (which shall mean that they are under the supervision of the County's Department and the Department provides office space, computers, and communication equipment, excluding cellular phones), for more than thirty (30) days.

Time worked by the Consultant and/or Subconsultants for this entire period shall be at the Field personnel/personnel on loan rate. 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.

The Consultant and its Subconsultants shall be compensated at the flat rate of **\$150.00** per hour for the time of principals engaged directly in the work. This rate shall not be subject to the negotiated multiplier and shall be applied to the time spent on requested work by the following principal(s):

PRIME CONSULTANT:

Jacobs Engineering Group, Inc.

SUBCONSULTANTS:

Allbright Engineering
BCC Engineering, LLC
CES Consultants, Inc.
Choice Engineering Consultants, Inc.
Curtis + Rogers Design Studio, Inc.
EXP US Services, Inc.
Geosol, Inc.
Glass Land Acquisition Service Specialists, Inc.
Global Construction Estimating Corp.
HBC Engineering Company
Langan Engineering and Environmental Services, Inc.
Manuel G. Vera & Associates
Media Relations Group, LLC
Professional Service Industries, Inc.
Program Controls Inc.
SpectrumHaven, LLC

The County reserves the right to substitute principals' in the subconsultants, at its sole discretion, upon request by the Consultant.

1. Overtime work considered necessary and previously authorized by the Director or COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee, for personnel below the level of project engineer or project architect, as defined by the Director. Overtime is defined as work for more than forty (40) hours per week. Principals shall not receive additional compensation for performance of overtime work.
2. Labor rates shall be in accordance with the list of rates per classification supplied by the Consultant and its Subconsultants and made a part hereof as Attachment A1.
3. The Consultant and its Subconsultants shall not invoice the County for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, local telephone (including cellular service) and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, computer software/hardware, reproduction of drawings and/or specifications, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and substance not directly related to the work. The multiple factors set forth above shall cover all such costs for the work.

A. All payments to Subconsultants employed hereunder shall be the sole responsibility of the Consultant unless otherwise provided in this Agreement or within a Work Order. The Consultant shall not submit invoices, which include charges for services by Subconsultants, unless such services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Subconsultants. The Consultant shall promptly make all payments to such Subconsultants following receipt by the Consultant of corresponding payment from the County. Prior to any payments to Subconsultant(s), the Consultant shall, if requested by the Director or COR, furnish to the County a copy of the Agreement(s) providing for such payments. Compensation rate to Subconsultant(s) authorized by the Director or COR as services shall not exceed the Consultant's rates in this Agreement.

B. Lump Sum Fee

The fee for any requested portion of Work may be, at the option of County, a lump sum amount mutually agreed upon by the Director and the Consultant. The lump sum fee will be estimated based on the direct salaries times the negotiated multiplier times the hours per employee. Designated lump sum fees shall be stated in the written task authorization. Lump sum fees shall NOT include any reimbursable expenses, which must be separately accounted for and paid based on original receipts and actual costs. Additionally, the Consultant and its sub-consultants are required to maintain project records that identify the employees that performed the work and the hours worked, in the event of an audit.

C. Reimbursable Expenses

The Consultant shall be compensated on a direct reimbursement basis for certain work-related expenditures not covered by fees for consulting services, provided such expenditures are reasonable and previously authorized by the Director or COR. Reimbursable expenses may include:

1. Expenses for document reproduction (reproduction costs for internal coordination, reviews and other in-house uses will not be reimbursed), rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work. Provided that such purchased instruments remain the property of the County upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).
2. Expenses for travel (except commuting), transportation and subsistence by Consultant's personnel in the furtherance of the work outside Miami-Dade County will be reimbursed according to the provisions of Florida Statutes Section 112.061 and Miami-Dade County Administrative Order (A.O.) 6-1. The Consultant shall obtain prior written authorization from the Director or COR, for all travel expenses. Failure to obtain such prior authorization shall be grounds for nonpayment of travel expenses. To be compensated for travel within Miami-Dade County, the Consultant shall maintain accurate mileage records, in ink, and submit them with their invoices.

D. Maximum Compensation/Additional Services

The maximum compensation for the services included shall be the NOT TO EXCEED amount of \$ 14,300,000.00 (inclusive of base and contingency allowance amounts) so long as the performance of additional services, as outlined in SECTION 6 hereof, is not necessary and authorized by the Director or designee. County may withhold the amount Consultant is required to reimburse County from any payment due to the Consultant.

E. Surveying and Geotechnical Services

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

1. Land and Engineering Field Survey

In the event field survey work is required during the performance of work under this contract

and such work is authorized by the COR, the CONSULTANT shall be compensated for performance of said work in accordance with the provisions of Section IV(A) hereof. The surveying rates shall not exceed the rates negotiated and established in the most recent Agreement with DTPW.

2 Geotechnical Engineering

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

F. Compensation for Other Services (If applicable)

The County shall compensate other services or goods provided by the Consultant and others working in conjunction with the Consultant as stipulated in Exhibit A.

G. County Discretion to Negotiate

Notwithstanding and prevailing over any other provision of this section, the County reserves the right in its sole discretion, through the Director or COR, to negotiate fees and rates with Consultant, mutually acceptable to County and Consultant, that are less than those set forth herein (please also refer to Attachment A1; Consultant's Schedule of Rates); and for particular projects, including but not limited to lower multiplier and hourly rates.

SECTION 6 – ADDITIONAL SERVICES (ALLOWANCE ACCOUNT)

In the event that a contingency necessitates the performance of additional services by the Consultant after the maximum compensation limit of the Agreement has been encumbered, the Director or COR shall have the right to authorize performance of additional services provided that compensation for such services does not exceed ten percent (10%) of the Agreement's maximum compensation limit. It is agreed that any unspent portion of the allowance account is to remain with the County.

SECTION 7 – METHODS OF PAYMENT

The County agrees to make monthly payments to the Consultant, based on properly submitted invoices, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The Consultant agrees to submit invoices within thirty (30) days from the completion of the executed work and to provide with every invoice copy of any records necessary to substantiate payment requests to the County such as timesheets, detailing the task where the time has been spent, monthly progress reports and hours/cost expenditure reports, in a format acceptable to the County. Invoices received more than ninety (90) days from the completion of the executed work may be subject to an applicable audit fee, which audit fee represents a reasonable estimate (not a penalty) of the cost of labor expended by the County staff to review the overdue invoice, and/or the invoice may be rejected by the Director or COR. The Consultant shall submit certified invoices, either digital or hard copies, to the Director or COR in a form acceptable to the Director or COR. Each invoice shall refer to the Work Order which authorized the services performed and/or expenses incurred. The number of invoices submitted shall be comprised of the amounts due for all services performed including timesheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments.

Pursuant to Administrative Order (A.O.) 3-32 Small Business Enterprise (SBE) Program, Implementing Order (I.O.) 3-41 Small Business Enterprise (SBE) Program and/or Implementing Order (I.O.) 3-39 Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting, the Consultant is required to file utilization reports with the County contracting department monthly, unless designated otherwise.

The Consultant shall report via the Business Management Workforce System (BMWS) all Subconsultants' agreements entered into listing award amounts or percentage for this Agreement. Additionally, the Consultant shall report all payments made to each Subconsultant participating on the project and verification of payments received must be confirmed by the Subconsultants via BMWS. For additional information regarding online BMWS registration,

managing County contracts, and to track compliance with SBE program measures, please contact Strategic Procurement Department (SPD)'s Project Review and Analysis Unit , at (305) 375-3111 or via email at SBDmail@miamidade.gov

Payments shall be made in accordance with the following methods, as identified in the Work Order:

A. Time and/or Material for Professional Fees and/or Reimbursable Expenses

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with SECTIONS 5(A) and 5(C) hereof, respectively. Invoiced reimbursable expenses must be substantiated with copies of receipts and other documentation as necessary.

B. Lump Sum Fee

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

SECTION 8 – SCHEDULE OF WORK

The Director or designee shall have the sole right to determine on which parts or phases of the work the Consultant shall proceed and in what order.

SECTION 9 – RIGHT OF DECISIONS AND DISPUTE RESOLUTION

- A. The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either Party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Consultant's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Consultant shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in this Section. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- D. In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- E. The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Consultant to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Section, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Consultant.

Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Section.

F. This Section will survive the termination or expiration of this Agreement.

SECTION 10 – OWNERSHIP OF DOCUMENTS

All notes, correspondence, documents, designs, drawings, cost estimates, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and other documents and copyrights thereto for services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the County without restrictions or limitations. The County may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the County in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written approval from County. The Consultant shall warrant to the County that they have a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. All drawings shall be AutoCAD or other software format, in a version acceptable to the Department, produced by computer in files maintained in an electronic format acceptable by the County. When each individual section of work requested pursuant to this Agreement is completed and accepted, all the above data shall be delivered to the Director or COR. Nothing in this Section shall be deemed to exclude any document from Chapter 119 of the Florida Statutes.

SECTION 11 – REUSE OF DOCUMENTS

The Consultant may reuse data where appropriate from other sections of the work included in this Agreement provided irrelevant material is deleted. The County shall not be re-invoiced for such reused data. The Director or COR shall not accept any reused data containing an excess or irrelevant material, which has no connection with the applicable portion of the work. The County shall not re-use design documents on other projects not contemplated under this Agreement. Any such re-use shall be at the County's sole risk and expense without legal liability to the Consultant.

SECTION 12 – NOTICES

Any notices, reports or other written communications from the Consultant shall be considered delivered, when delivered by certified mail to the address listed below, electronic media, or delivered in person to the Director or COR. Any notices, reports, or other communications from the County to the Consultant shall be considered delivered when delivered by certified mail to the Consultant at the last address listed below the County or delivered in person to said Consultant or the Consultant's authorized representative to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party providing notice of such change in accordance with this Section.

FOR MIAMI-DADE COUNTY:

Project Manager:	Gunnar Wray
Address:	701 NW 1st Court, Suite 15-141, Miami, FL 33136
Telephone:	(786) 469-5257
Email:	Gunnar.Wray@miamidade.gov

and

FOR CONSULTANT:

Project Manager:	Morteza Alian, PE
Address:	9100 South Dadeland Blvd, Suite 1510, Miami FL 33156
Telephone:	(954) 336-5330
Email:	Morteza.Alian@Jacobs.Com

SECTION 13 – ABANDONMENT

In the event the County abandons, cancels, or suspends the Project(s) or parts thereof, the Consultant shall be compensated for services rendered consistent with the terms of this Agreement up to the time the Consultant receives written notification of such abandonment, cancellation, or suspension. This compensation shall be determined based on 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 14 – 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 three (3) years after final payment is made. The Consultant agrees to provide copies of any records necessary to substantiate payment requests to the County, including but not limited to audited financial statements, balance sheets and other financial records. In the event an audit undertaken pursuant to this Section reveals improper, inadvertent, or mistaken payments to the Consultant, the Consultant shall remit such payments to the County. The County shall retain all rights and remedies with respect to recovery of payments.

SECTION 15 – SUBCONTRACTING AND ASSIGNMENT

The Consultant shall not assign or transfer any portion of the work under this Agreement other than as expressly provided without the prior written consent of the Director or COR. When applicable and upon receipt of the written consent, the Consultant shall cause the names of firms responsible for portions of each specialty of the work to be inserted in the pertinent documents or data. No assignment or transfer of work will be allowed, except pursuant to the purchase of all or substantially all of Consultant's assets or to any successor by way of merger, consolidation, or similar transaction, so long as Consultant obtains prior written consent of the Director or COR. Nothing contained in this Agreement shall create any contractual relationship between the County and the Subconsultant(s).

In addition, and as applicable, the Consultant agrees to comply with the Miami-Dade County Ordinance 01-103 and Administrative Order 3-32 regarding the Small Business Enterprise (SBE) program. The Consultant is required under this Agreement to achieve a Small Business Enterprise (SBE) Goal in accordance with the Contract Measures applied to this Project as shown below and the attached Certification of Assurance (Exhibit C) as presented in the Consultant's Proposal for the Project.

The Director may declare the Consultant in default of this agreement for the failure of the Consultant to comply with the requirements of this paragraph.

The contract measures for this Agreement is:

Small Business Enterprise (SBE – A/E) 20% Goal

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

A. Subconsultant(s)

The compensation for services rendered by the Subconsultant(s) shall be in accordance with this Section and SECTION 5 – COMPENSATION.

In no case the maximum rate of compensation, per classification, including multiples of direct salary for services rendered by the Subconsultant(s) personnel, principals excluded, shall exceed the rate stipulated, per classification, in SECTION 5 of this Agreement.

All services provided by the Subconsultant(s) shall be pursuant to appropriate agreements between the Consultant and the Subconsultant(s) which shall contain provisions that preserve and protect the rights of the County under this Agreement, indemnify, and hold harmless the County.

Subconsultant(s) other than those listed above may not be utilized on the work unless their utilization has been approved in advance by the Director or COR in writing. The Director or COR reserves the right at any time to withdraw the approval of a Subconsultant, if they decide that the services performed by the Subconsultant, are not acceptable to the Director or COR.

SECTION 16 – CERTIFICATION

The Consultant certifies that no companies or persons, other than bona fide employees working solely for the Consultant or the Consultant's County approved Subconsultant(s), have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts, or any other considerations contingent upon or resulting from the award or making of this Agreement. The Consultant also certifies that no County personnel, whether 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 Subconsultant(s), to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the Director or COR shall have the right to cancel this Agreement without liability.

SECTION 17 – TERMINATION OF AGREEMENT: FOR CONVENIENCE

It is expressly understood and agreed that the Director or COR may terminate this Agreement, in total or in part, for convenience, without cause or penalty, by thirty (30) days prior written notification in writing from the Director or COR or by declining to issue Work Orders, as provided in SECTION 8; in which event the County's sole obligation to the Consultant shall be payment, in accordance with SECTION 5 – Compensation, for those units or sections of work previously authorized. Such payment shall be determined based on the hours or percentage of work performed by the Consultant, found acceptable to the County, up to the time of termination. In the event partial payment has been made for professional services not performed, the Consultant shall return such sums to the County within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the County may, without penalty or other obligation to the Consultant, elect to employ other persons to perform the same or similar services.

SECTION 18 – DURATION OF AGREEMENT (IF FIXED TERM OF YEARS AGREEMENT)

This Agreement shall remain in full force and effect for a period of Five (5) years effective term after its date of execution and upon issuance of Notice to Proceed with the option of one two (2) year option to renew, provided that the maximum compensation set forth in SECTION 5(D) is not reached by the completion of the effective term (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to

pay for the cost of said services, whichever occurs first, unless the contract is terminated by mutual consent of the Parties hereto or as provided in SECTION 13, SECTION 16, SECTION 17, SECTION 19, SECTION 23, and SECTION 25 hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's effective term shall be compensated in accordance with SECTION 5 hereof.

This Contract contains a Contingency Allowance time extension not to exceed ten percent (10%) of the original Contract Duration. Pursuant to a written request by the Consultant for a time extension for reasons exhibited in SECTIONS 3 and 4, that affects the critical path schedule of the Contract or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the Director, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all Parties. Once executed, the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10%) of the original Contract Duration rounded off to the next whole number.

SECTION 19 – TERMINATION: DEFAULT

In the event the Consultant fails to materially comply with the provisions of this Agreement, inclusive of its Exhibits, which includes, without limitation any one or more of the following acts: Consultant has breached the Agreement and not sufficiently timely cured or failed to supply adequate professional personnel or resources or has failed to obtain County approval when required or has been dissolved by state law or otherwise ceased to do business, the Director may declare the Consultant in default by thirty (30) days prior written notification, unless Consultant commences correction of such material non-compliance within five (5) days of such written notification and diligently completes the correction within thirty (30) days thereafter, unless an extension of such thirty (30) day period is granted by the County. In such event, the Consultant shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for such professional services not completed, the Consultant shall return such sums to the County within ten (10) days after receipt of written notice that said sums are due. The Consultant shall not be compensated for professional services, which have been performed but not completed by the time the Director declares a default. In the event there is litigation to enforce the provisions of the Agreement, or due to a breach of this Agreement, each Party shall bear their own attorney's fees.

SECTION 20 – INDEMNIFICATION AND INSURANCE

Consultant, in accordance with Section 725.06, Florida Statutes, shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant or its employees, agents, servants, partners principals or subcontractors, resulting from the performance of this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant agrees and recognizes that the County shall not be held liable or responsible for any claims, which may result from any negligent, reckless, or intentionally wrongful actions, errors, or omissions of the consultant in which the County participated either through review or concurrence of the Consultants actions. In reviewing, approving, or rejecting any submissions by the Contractor or other acts of the Consultant, the County in no way assumes or shares any responsibility or liability of the Consultant or Subconsultants, the registered professionals (architects and/or Consultants) under this Agreement..

IN ACCORDANCE WITH SECTION 558.0035 OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF THIS AGREEMENT.

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

The Consultant shall furnish to the Miami-Dade County, c/o Department, of Transportation and Public Works, Miami, FL, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

Certificates of Insurance and/or policies should reference SPD No.: E23TP05 and DTPW Contract No.: CIP203-DTPW23-PE (2).

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

At the time of execution of this Agreement, 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 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

SECTION 21 – TRUTH-IN-NEGOTIATION CERTIFICATION OF WAGE RATES

Pursuant to IO 3-39 and Florida State Statute 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred ninety-five thousand dollars (\$195,000); 287.017, (F.S. - category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes. The language below suffices as the Truth-In-Negotiation Certificate when included in a contract in which a fee will exceed the above-referenced amount:

In accordance with Florida Statute 287.055 5(a), the Consultant hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in SECTION 5, are accurate, complete, and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the County shall determine that the price of services was increased due to inaccurate, incomplete, or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the County, whichever is later.

SECTION 22 – APPLICABLE LAWS

The Consultant agrees to abide and be governed by all Applicable Laws. Applicable local laws and ordinances include but are not limited to the following, all as they may be amended from time to time:

- A. Conflict of Interest and Code of Ethics Ordinance, Section 2-11.1 of the County Code.
- B. The Consultant shall comply with County Code Sections 2-10.4.01 and 10-38 and Implementing Order No. 3-32; Small Business Enterprise (SBE-A/E) Program for the purchase of Architectural, Landscape Architectural, Engineering, or Surveying and Mapping Services.
- C. The Consultant shall comply with County Code Section 2-1076 – Office of Inspector General (IG).
- D. The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law.
- E. The Consultant shall comply with the procedures contained in the FALSE CLAIMS County Code Article XV Sections 21-255 through 21-266; prohibiting presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County; requiring forfeiture of any claim containing false or fraudulent allegations or statements; imposing penalties for submission of false or fraudulent claims; providing both County and private enforcement.
- F. The Consultant shall comply with the financial disclosure requirements of Section 2-11.1(i) of the County Code, by having on file or filing within thirty (30) days of the execution of this Agreement one of the following with the Supervisor of the Miami-Dade County Elections Department, P.O. Box 521550, Miami, FL 33152-1550:
 - (1) A source of income statement;
 - (2) A current certified financial statement;
 - (3) A copy of the Consultant's Current Federal Income Tax Return.
- G. E-VERIFY - The attention of the Consultant is hereby directed to the requirements of the State of Florida Statute 448.095, "Employment eligibility". The Consultant hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons assigned or authorized by the Consultant to perform work pursuant to the Contract with the County.
- H. SCRUTINIZED COMPANIES - By executing this Agreement through a duly authorized representative, the Consultant certifies that the Consultant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The County shall have the right to terminate this Agreement for default if the Consultant is found to have submitted a false certification or to have been, or is subsequently during the term of the Agreement, placed on the

Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

- I. **SUSTAINABLE BUILDINGS PROGRAM** Chapter 9, Article III, Sections 9-71 -9-75, County Code. (If applicable) - The primary method for determining compliance with the Sustainable Buildings Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System and the Institute for Sustainable Infrastructure's Envision Rating System. All construction projects are required to meet the standards delineated in the County Code Section cited above. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council or the Institute for Sustainable Infrastructure, or as otherwise directed by the County's Sustainability Manager.
 1. **New Construction (NC):** All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System or the Envision Rating System, contingent on the particular category of construction.
 2. **Major Renovations and Remodels:** All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.
 3. **Non-Major Renovations and Remodels:** All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).
 4. Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of approved green building practices as are feasible from a practical and fiscal perspective; however, LEED and Envision certification will not be required.
- J. **ENERGY EFFICIENT BUILDING TAX CREDIT (IF APPLICABLE)** – The Energy Policy Act (EP Act) of 2005 (Section 1331) as established IRS Section 179D, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-in-service after December 31, 2005. This incentive was extended by the Emergency Economic Stabilization Act of 2008, to include improvements placed-in-service before January 1, 2014. The returns may be amended going back three (3) tax years, so projects that come on line in 2007 or afterwards are eligible.

The Consultant is designated as the Designer/Construction Manager ("the Designer") for the energy efficient improvements incorporated in the Energy Consumption Reduction Project ("the Project") for:

 1. The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").
 2. If County and the Internal Revenue Service (IRS) determine that the Consultant is eligible and shall receive accelerated depreciation benefits as a "Designer" for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to County (the determination of rebate versus discount to be determined by County in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.
 3. The County reserves the right to retain a third party consultant to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the a third party consultant as the "Designer" of the energy efficient improvements for the purposes of Section 179D of the Code.
 4. The County agrees to cooperate in all reasonable respects with the a third party consultant's efforts to obtain and monetize any such benefits derived from the Project on behalf of the County.
- K. **PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY** - The Contractor (in this Agreement – "the Consultant") shall comply with the Public Records Laws of the State of Florida, including but not limited to:

(1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

miamidadecounty@govqa.us.

L. Prohibited Telecommunications Equipment. Consultant represents and certifies that Consultant and all Subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR§§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and all Subconsultants shall not provide or use such covered telecommunications equipment, system, or services for the duration of this Agreement.

M. TITLE VI - LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES: During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. 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);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. 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);
- D. 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;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- F. 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);
- G. 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);
- H. Titles II and III of the Americans with Disabilities Act of 1990, 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 CFR parts 37 and 38;
- I. 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);
- J. 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;
- K. 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);
- L. 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).
- M. Antitrust Laws. By acceptance of this Agreement Consultant agrees to comply with the antitrust laws of the United States and the State of Florida.

SECTION 23 – OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Consultant under this contract will be assessed one quarter (1/4) of one percent (1%) of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Consultant shall in stating it has agreed to this process and be mindful of this assessment, which will not be separately identified, calculated, or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders/amendments and all contract renewals and extensions.

Upon ten (10) days written notice, the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade

or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation.

The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Contract, for examination, audit, or reproduction, until three (3) years after final payment under this Contract or for any longer period required by statute or by other clauses of this Contract. In addition:

1. If this Contract is completely or partially terminated, the Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this Section shall apply to the Consultant, its officers, agents, employees, subcontractors/subconsultants and suppliers. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this Contract.

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

Exception: The above application of one quarter (1/4) of one percent (1%) fee assessment shall not apply to the following contracts, including yet not limited to; a) small purchase orders as defined in Miami-Dade County Administrative Order (A.O.) 3-2; (b) federal, state and local government-funded grants; and (c) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent (1%) in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL The Consultant is hereby directed to the requirements of Administrative Order (A.O.) 3-20 and Resolution R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Consultant and County in connection with this Agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring, and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

Upon ten (10) days written notice to the Consultant from an IPSIG, the Consultant shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Consultant's possession, custody or control which, in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful subcontractors/subconsultants and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document; all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this Section shall apply to the Consultant, its officers, agents, and employees. The Consultant shall incorporate the provisions in this Section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this agreement. Nothing in this Contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this Section are neither intended nor shall they be construed to impose any liability on the County by the Consultant or third Parties.

SECTION 24 – AFFIRMATIVE ACTION

The Consultant' is required to submit an Affirmative Action Plan pursuant to County Code Section 2-8.1.5, upon request by the County.

SECTION 25 – PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS

The Consultant's attention is directed to County Code Section 2-8.1.4, providing for expedited payments to small businesses by County agencies and the Public Health Trust; creating dispute resolution procedures for payment of County and Public Health Trust obligations; and requiring the prime contractor to issue prompt payments, and have the same dispute resolution procedures as the County, for all small business subcontractors. Failure of the prime contractor to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment, in accordance with the terms of the county contract or Public Health Trust contract and debarment procedures of the County.

SECTION 26 – SANCTIONS FOR CONTRACTUAL VIOLATIONS

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the County Code, the County may terminate the Agreement or require the termination or cancellation of the Subconsultant contract. In addition, a violation by a respondent or Subconsultant to the respondent, or failure to comply with the Implementing Order (I.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the I.O.

SECTION 27 – SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**A. Supplier/Vendor Registration**

The Consultant shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Consultant's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Consultant for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records.

The Consultant confirms its commitment to comply with the following:

- | | |
|---|---|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> | <p>(Section 2-8.1.5 of the Code of Miami-Dade County)</p> |
| <p>2. Miami-Dade County Employment Disclosure Affidavit (Section 2.8.1(d)(2) of the Code of Miami-Dade County)</p> | <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the Code of Miami-Dade County)</p> |
| <p>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the Code of Miami-Dade County)</p> | <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the Code of Miami-Dade County)</p> |
| <p>4. Miami-Dade County Disability and Nondiscrimination Affidavit</p> | <p>7. Miami-Dade County Code of Business Ethics Affidavit</p> |

(Article I, Section 2-8.1(j) of the Code of Miami-Dade County)

8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** *(Article VIII, Sections 11A-60 - 11A-67 of the Code of Miami-Dade County)*
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**
(Section 448.095, of the Florida State Statutes)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)

13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)

14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)

15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

B. **Conflict of Interest and Code of Ethics**

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

SECTION 28 – ERRORS AND OMISSIONS

The County shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc. that the County may determine are useful or necessary for its purposes. Among those categories are construction changes caused by design errors or omissions in the bid documents that were prepared by the Consultant. For the purposes of this Contract provision, errors and omissions shall be dealt with differently, as follows:

A. **Errors**

It is specifically agreed that any construction changes identified by the County as an error in the bid documents that were prepared by the Consultant may constitute an additional cost to the County that would not have been incurred without the error. The Consultant agrees to be responsible for direct damages to the County, to the extent such damages were caused by the Consultant's negligence.

B. **Omissions**

It is further specifically agreed for purposes of this agreement that any construction changes identified by the County as an omission in the bid documents that were prepared by the Consultant may constitute an additional cost to the County that would not have been incurred without the omission. The Consultant agrees to be responsible for direct damages to the County, to the extent such damages were caused by the Consultant's negligence.

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 contractor shall constitute a waiver of Consultant's rights to contest the appropriateness or amount of any settlements or change orders.

To obtain recovery for errors and/or omissions covered in paragraphs A and B above, 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 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 Consultant be responsible for the cost of construction 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 Section shall not preclude or limit in any way the Consultant's indemnification obligations to the County pursuant to SECTION 20 of this Agreement or preclude or limit in any way recovery for other separate and/or additional damages that the County may otherwise incur."

SECTION 29 – AUTHORITY OF PROJECT MANAGER; COUNTY REGULATORY AUTHORITY

Project Manager Authority. The Project Manager is authorized to coordinate and communicate with Consultant to manage and supervise the performance of this Agreement. Consultant acknowledges that the Project Manager has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent expressly applicable, in the County Code. The Project Manager may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code, the Project Manager may exercise ministerial authority in connection with the day-to-day management of this Agreement provided that such instructions and determinations do not change the Scope of Services. The Project Manager may designate one or more County employees with authority pertaining to day- to-day Project management or activities. Consultant shall notify Project Manager in writing of Consultant's representative(s) to whom matters involving the Project shall be addressed.

Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and in the capacity as owner of the Project. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party to this Agreement.

SECTION 30 – MISCELLANEOUS

A. Standard of Care. Notwithstanding any other provisions to the contrary, in the performance of its Services, Consultant shall exercise that degree of care and skill customarily exercised by other professionals performing similar services in the same locality and time. County recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. Consultant is not responsible for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

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

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

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

F. Right of Entry. County grants to Consultant and, if the project site is not owned by County, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents and Subconsultants, upon the project site for the purpose of providing the Services. County recognizes that the use of investigative equipment and practices

may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

SECTION 32 – ENTIRETY OF AGREEMENT; GOVERNING LAW AND VENUE

This writing and its attachments embody 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 modifications of the terms of this Agreement shall be valid unless made in writing, signed by both Parties hereto, and approved by the Board of County Commissioners.

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

CONSULTANT (CORPORATION)

Jacobs Engineering Group, Inc.
Legal Name of Corporation

ATTEST:

Assistant
Secretary:

Signature and Seal

Elizabeth A. Refinski

By:

Ellen B. Patterson

CONSULTANT - Signature

Elizabeth A. Refinski

Type Name

Ellen Patterson, Senior Vice President

Type Name & Title

(Corporate Seal)



CONSULTANT (INDIVIDUAL, PARTNERSHIP, OR JOINT VENTURE)

Legal Name

Witness: _____ By: _____

Signature

Witness: _____ By: _____

Signature

FEIN _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Mayor

**ATTEST: Juan Fernandez-Barquin, Clerk of
the Court and Comptroller**

BY: _____
(Miami-Dade County Seal)

Approved for Form and Legal Sufficiency

(Assistant County Attorney)

Miami-Dade County, FL

DTPW Contract No. CIP203-DTPW23-PE (2)
SPD Project No. E23TP05

ATTACHMENTS AND EXHIBITS FOR

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. CIP203-DTPW23-PE (2)
STRATEGIC PROCUREMENT DEPARTMENT (SPD) PROJECT NO. E23TP05

EXHIBIT A - SCOPE OF BASIC AND ADDITIONAL SERVICES

SCOPE OF SERVICES AND TERMS

Department of Transportation and Public Works (DTPW) has a need for Professional and technical services for DTPW will include, but not necessarily be limited to the following: a wide range of engineering, surveying, architectural, landscaping, technical, management, and administrative capabilities. Services will be provided on an as-needed basis for DTPW projects.

Miami-Dade County, FL

**DTPW Contract No. CIP203-DTPW23-PE (2)
SPD Project No. E23TP05**

ATTACHMENT A1 - CONSULTANT'S SCHEDULE OF RATES

Job Class	Unloaded Rate	Unit
Acquisition Administrator	\$64.50	Hour
Acquisition Agent	\$42.44	Hour
Architect	\$60.91	Hour
Architect Intern	\$35.66	Hour
CADD/Computer Technician	\$40.12	Hour
Chief Computer Programmer	\$70.94	Hour
Chief Designer	\$51.44	Hour
Chief Engineer 1	\$113.09	Hour
Chief Engineer 2	\$120.00	Hour
Chief Landscape Architect	\$91.55	Hour
Chief Planner	\$99.41	Hour
Chief Scientist	\$72.59	Hour
Chief Utility Coordinator	\$68.09	Hour
Community Outreach Specialist	\$38.47	Hour
Community Outreach Specialist - Junior	\$35.97	Hour
Community Outreach Specialist - Senior	\$53.32	Hour
Computer Programmer	\$55.95	Hour
Design Intern	\$16.00	Hour
Designer	\$37.00	Hour
Electrical Engineer	\$52.54	Hour
Engineer 1	\$60.58	Hour
Engineer 2	\$75.00	Hour
Engineering Intern	\$46.06	Hour
Engineering Technician	\$38.75	Hour
Environmental Specialist	\$39.91	Hour
GIS Specialist	\$51.78	Hour
Graphic Designer	\$43.90	Hour
Inspector	\$30.03	Hour
Landscape Architect	\$67.27	Hour
Landscape Designer/Landscape Planner	\$42.07	Hour
MAT Chief Engineer	\$85.29	Hour
MAT Engineer	\$52.47	Hour
MAT Engineer Intern	\$38.81	Hour
MAT Engineering Technician	\$31.68	Hour
MAT Principal Engineer	\$65.46	Hour
MAT Project Manager	\$69.17	Hour
MAT Senior Engineer	\$60.57	Hour
MAT Senior Engineering Technician	\$41.19	Hour
Mechanical Engineer	\$67.92	Hour

Planner	\$42.21	Hour
Principal Engineer	\$122.10	Hour
Project Landscape Architect	\$57.92	Hour
Project Manager 1	\$82.05	Hour
Project Manager 2	\$104.38	Hour
Project Manager 3	\$114.60	Hour
Project Planner	\$58.00	Hour
Project Program Controller	\$37.32	Hour
Property Management Administrator	\$47.36	Hour
Relocation Administrator	\$64.50	Hour
Relocation Agent	\$52.86	Hour
Secretary/Clerical	\$36.04	Hour
Senior Acquisition Agent	\$42.44	Hour
Senior Architect	\$84.49	Hour
Senior Computer Programmer	\$62.78	Hour
Senior Designer	\$57.25	Hour
Senior Electrical Engineer	\$79.62	Hour
Senior Engineer 1	\$89.31	Hour
Senior Engineer 2	\$95.00	Hour
Senior Engineering Technician	\$43.00	Hour
Senior Environmental Specialist	\$57.82	Hour
Senior Inspector	\$35.21	Hour
Senior Landscape Architect	\$79.58	Hour
Senior Mechanical Engineer	\$85.01	Hour
Senior Planner	\$77.00	Hour
Senior Relocation Agent	\$47.36	Hour
Senior Utility Coordinator	\$62.02	Hour
SUR Chief Surveyor	\$68.50	Hour
SUR Crew Chief	\$35.93	Hour
SUR Field Crew Supervisor 1	\$68.82	Hour
SUR Field Crew Supervisor 2	\$70.00	Hour
SUR Instrument Operator	\$25.00	Hour
SUR Secretary/Clerical	\$37.23	Hour
SUR Senior Surveyor 2	\$76.00	Hour
SUR SUE Technician 1	\$16.25	Hour
SUR SUE Technician 2	\$24.00	Hour
SUR SUE Technician 3	\$39.00	Hour
SUR Survey Project Manager 1	\$60.09	Hour
SUR Survey Project Manager 2	\$72.94	Hour
SUR Survey Project Manager 3	\$91.70	Hour
SUR Survey/GIS/SUE Analyst 1	\$28.00	Hour

Miami-Dade County, FL

**DTPW Contract No. CIP203-DTPW23-PE (2)
SPD Project No. E23TP05**

SUR Survey/GIS/SUE Analyst 2	\$38.96	Hour
SUR Survey/GIS/SUE Analyst 3	\$53.00	Hour
SUR Surveyor	\$71.95	Hour
SUR UAS Operator	\$61.27	Hour
Transportation Data Analyst	\$44.05	Hour
Transportation Data Scientist	\$68.40	Hour
Transportation Data Technician	\$33.56	Hour
Utility Coordinator	\$46.86	Hour
Contract Manager	\$143.95	Hour
Deputy Contract Manager	\$119.00	Hour
All Other Employees	\$90.00	Hour

Miami-Dade County, FL

**DTPW Contract No. CIP203-DTPW23-PE (2)
SPD Project No. E23TP05**

EXHIBIT B - INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/17/2026

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:	
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 515 South Flower St., Suite 4800 Los Angeles, CA 90071 USA		INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO NAIC # 22667 INSURER B: INDEMNITY INS CO OF NORTH AMER 43575 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 752620486 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			HDO G48977145	07/01/25	07/01/26	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ISA H11371504	07/01/25	07/01/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C72792919 (AOS) WCU C72792932 (OH)* SCF C72792920 (WI)	07/01/25 07/01/25 07/01/25	07/01/26 07/01/26 07/01/26	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 016	07/01/25	07/01/26	PER CLAIM/PER AGG 1,000,000

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

PROJECT MGR: Alex Meitin. CONTRACT MGR: Leanne Andersen. RE: Professional Services for Transit and Public Works Projects. SPD No.: E23TP05 and DTPW Contract No.: CIP203-DTPW23-PE (2). CONTRACT NUMBER: CIP203-DTPW23-PE (2). CONTRACT END DATE: 05-01-2031. SECTOR: Public. MIAMI-DADE COUNTY is added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

MIAMI-DADE COUNTY 111 NW 1st STREET, SUITE 2340 MIAMI, FL 33128 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/17/2026

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

*\$2,000,000 SIR FOR STATE OF: OHIO

Miami-Dade County, FL

**DTPW Contract No. CIP203-DTPW23-PE (2)
SPD Project No. E23TP05**

**EXHIBIT C - SMALL BUSINESS ENTERPRISE (SBE) GOALS
PROJECT WORKSHEET AND CERTIFICATION OF ASSURANCE**



Office of Small Business Development

Project Worksheet

Project/Contract Title: General Architectural/Engineering Consultants For A Wide Range Of Engineering, Surveying, Architectural, Landscaping, Technical, Management And Administrative Services As Needed To Assist In Delivering The Capital Program

Received Date: 6/28/2024

Project/Contract No: E23TP05

Funding Source: Other

Department: Transportation & Public Works

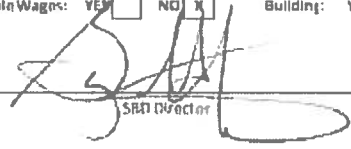
Estimated Cost of Project/Bid: \$26,000,000.00

Description of Project/Bid: DTPW has the need to establish two (2) non-exclusive Professional Services Agreements (PSA) for a wide range of engineering, surveying, architectural, landscaping, technical, management, and administrative services as needed to assist in delivering the Capital Program.

Contract Measures		
Measure	Program	Goal Percent
Goal	SBE - A&E	20.00%
Reasons for Recommendation		
<p>SMALL BUSINESS ENTERPRISE - ARCHITECTURAL & ENGINEERING (SBE-A&E). An analysis of the factors contained in the project package, as well as the factors contained in Section V. B. 2. C. of Implementing Order 3-37 indicates a 20.00% SBE-A&E Sub-Consultant Goal is appropriate for this contract in the following Technical Categories: TC 1.01 (Urban Area And Regional Transportation Planning) - 1.00%, TC 1.02 (Mass And Rapid Transit Planning) - 1.00%, TC 3.02 (Major Highway Design) - 2.00%, TC 3.04 (Traffic Engineering Studies) - 1.00%, TC 3.09 (Signing, Pavement Marking, And Channelization) - 1.00%, TC 3.10 (Lighting) - 1.00%, TC 3.11 (Signalization) - 1.00%, TC 8.00 (Telecommunication Systems) - 1.00%, TC 9.02 (Geotechnical And Materials Engineering Services) - 1.00%, TC 10.01 (Stormwater Drainage Design Engineering Services) - 1.00%, TC 10.05 (Contamination Assessment And Monitoring) - 1.00%, TC 11.00 (General Structural Engineering) - 1.00%, TC 12.00 (General Mechanical Engineering) - 1.00%, TC 13.00 (General Electrical Engineering) - 1.00%, TC 15.01 (Surveying And Mapping - Land Surveying) - 1.00%, TC 17.00 (Engineering Construction Management) - 1.00%, TC 18.00 (Architectural Construction Management) - 1.00%, TC 21.00 (Land Use Planning) - 1.00% and TC 22.00 (ADA Title II Consultant) - 1.00%.</p> <p>Maximum compensation for each of (Two) (2) Separate PSAs is \$13,000,000.00 excluding contingencies for a total of \$26,000,000.00 with a five-year effective term with a two year option to renew with no minimum amount of work or compensation guaranteed to the retained consultants.</p>		
<p>SMALL BUSINESS ENTERPRISE - SERVICES (SBE-S). An analysis of Implementing Order 3-41 & Ordinance 16-109, as well as the project package indicates a No Measure is appropriate.</p>		
<p>01-02 MASS AND RAPID TRANSIT PLANNING, MDC-TCC 08 TELECOMMUNICATION SYSTEMS, MDC-TCC 11 GENERAL STRUCTURAL ENGINEERING, MDC-TCC 12 GENERAL MECHANICAL ENGINEERING, MDC-TCC 13 GENERAL ELECTRICAL ENGINEERING, MDC-TCC 17 ENGINEERING CONSTRUCTION MANAGEMENT, MDC-TCC 18 ARCHITECTURAL CONSTRUCTION MANAGEMENT, MDC-TCC 21 LAND-USE PLANNING, MDC-TCC 22 ADA TITLE II CONSULTANT, MDC-TCC 03-04 TRAFFIC ENGINEERING STUDIES, MDC-TCC 02-09 SIGNING, PAVEMENT MARKING AND CHANNELIZATION, MDC-TCC 03-10 LIGHTING, MDC-TCC 03-11 SIGNALIZATION, MDC-TCC 09-02 GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES, MDC-TCC 10-01 STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES, MDC-TCC 10-05 CONTAMINATION ASSESSMENT AND MONITORING, MDC-TCC 15-01 SURVEYING AND MAPPING - LAND SURVEYING</p>		

Small Business Contract Measure Recommendation	
<u>Subcategory</u>	<u>Category</u>
Urban Area And Regional Transportation Planning	SBE-A&E
Mass And Rapid Transit Planning	SBE-A&E
Major Highway Design	SBE-A&E
Traffic Engineering Studies	SBE-A&E
Signing, Pavement Marking, And Channelization	SBE-A&E
Lighting	SBE-A&E
Signalization	SBE-A&E
Telecommunication Systems	SBE-A&E
Geotechnical And Materials Engineering Services	SBE-A&E
Stormwater Drainage Design Engineering Services	SBE-A&E
Contamination Assessment And Monitoring	SBE-A&E
General Structural Engineering	SBE-A&E
General Mechanical Engineering	SBE-A&E
General Electrical Engineering	SBE-A&E
Surveying And Mapping - Land Surveying	SBE-A&E
Engineering Construction Management	SBE-A&E
Architectural Construction Management	SBE-A&E
Land-Use Planning	SBE-A&E
ADA Title II Consultant	SBE-A&E

Living Wages: YES ☐ NO ☒ Highway: YES ☐ NO ☒ Heavy Construction: YES ☐ NO ☒
 Responsible Wages: YES ☐ NO ☒ Building: YES ☐ NO ☒


 SBE Director

7-2-24
 Date



SMALL BUSINESS DEVELOPMENT CERTIFICATE OF ASSURANCE FORM

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

(All bidders proposing on a County projects with SBE measure(s) must submit this form at the time of bid submission)

Project No. E23TP05 Project Title: Wide Range of Engineering, Surveying, Architectural, Landscaping, Technical, etc.

Bidder/Proposer: Jacobs Engineering Group, Inc.

Address: 3150 SW 38th Avenue, Suite 700 City: Miami State: FL ZIP: 33146

Contact Number: 786.298.0180

The bidder is committed to meeting the established 20 % SBE-A/E, SBE-G and _____ % SBE-S, measure(s) assigned to this project.

Alberto Lazaro, PE

Prime Bidder's Name & Title

[Signature]
Prime Bidder's Signature

March 3, 2025

Date

To satisfy the requirements for Step 1 - Bid Submittal and compliance with the Small Business (s) Program the following are required:

- 1 Acknowledgement of the SBE-A/E, and SBE-G/S goal(s) established for this project via the Certificate of Assurance Form;
- 2 Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established goal(s) as indicated in the Project Documents (specifications).
- 3 Agree to submit a list of SBEs to satisfy the measures via Miami-Dade County Contract Compliance Workforce Management System within seventy-two (72) hours once notified by email by Small Business Development Division.

To satisfy the requirements for Step 2 - Bid Evaluation and Recommendation for Award, note the following:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to submit my company's Utilization Plan within seventy-two (72) hours of receiving an email notification from Small Business Development Division to list all certified Miami-Dade County Small Business Enterprise firms via Miami-Dade County's Contract Compliance Workforce Management System who will be subcontracted with to satisfy the contracts established SBE goal(s). Each SBE sub-consultant and or sub-vendor will be required to confirm the relationship for final approval.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

[Signature]
Signature of Owner

SWORN TO and subscribed before me this 3rd day of March, 2025

[Signature]
Signature of Notary Public-State of Florida

My Commission Expires:



Document#Egget44 of 488



Memorandum



Date: August 27, 2026

To: Honorable Anthony Rodriguez
and Members, Board of County Commissioners

From: Javier A. Betancourt, Executive Director

Re: CITT AGENDA ITEM 7A:

RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS APPROVE THE AWARD OF PROFESSIONAL SERVICES AGREEMENTS FOR GENERAL ENGINEERING CONSULTANTS FOR A WIDE RANGE OF ENGINEERING, SURVEYING, ARCHITECTURAL, LANDSCAPING, TECHNICAL, MANAGEMENT, AND ADMINISTRATIVE SERVICES, SPD PROJECT NO. E23TP05; CONTRACT NO. CIP203-DTPW23-DE; BETWEEN MIAMI-DADE COUNTY AND CHA CONSULTING, INC. AND JACOBS ENGINEERING GROUP, INC., IN A TOTAL AMOUNT NOT TO EXCEED \$28,600,000.00 INCLUSIVE OF CONTINGENCY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION AND RENEWAL OF EXTENSION PROVISIONS, AND AUTHORIZING THE USE OF CHARTER COUNTY SURTAX FUNDS IN AN AMOUNT NOT TO EXCEED **\$28,600,000.00**, FOR THE PROJECTS IN THE MOST RECENTLY ADOPTED FIVE-YEAR IMPLEMENTATION PLAN, WHICH MAY BE AMENDED (**DTPW - BCC LEGISLATIVE FILE NO. 261137**)

On August 26, 2026, the CITT voted (9-1) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 26-010. The vote was as follows:

Mary Street, Esq., Chairperson – Aye
Hon. Peggy Bell, 1st Vice-Chairperson – Aye
Meg Daly, 2nd Vice-Chairperson – Aye

Omar K. Bradford, Esq. – Aye
Harry Hoffman – Nay
David Marin – Aye
Paul J. Schwiep, Esq. – Aye
Robert Wolfarth – Absent

Qjuezari Harvey – Absent
Kenneth Kilpatrick – Aye
Miguel Murphy – Aye
Carolina Vester – Aye

c: Bruce Libhaber, Assistant County Attorney